

INDUSTRIAL RELATIONS

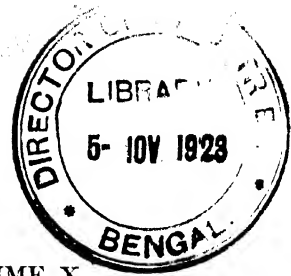
FINAL REPORT AND TESTIMONY
SUBMITTED TO CONGRESS BY THE
COMMISSION ON INDUSTRIAL RELATIONS

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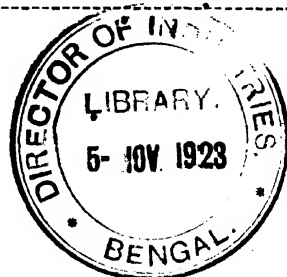
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THE LAND QUESTION IN THE SOUTH-
WEST—Continued.

(For exhibits under this subject, see pages 9242 to 9290.)

COMMISSION ON INDUSTRIAL RELATIONS.

DALLAS, TEX., Thursday, March 18, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon and Harriman.

Chairman WALSH. The house will be in order. We will proceed now.

Mr. Nagle, will you please take the stand?

TESTIMONY OF MR. PATRICK S. NAGLE.

Chairman WALSH. Please state your name?

Mr. NAGLE. My name is Patrick S. Nagle.

Chairman WALSH. Where do you reside, Mr. Nagle?

Mr. NAGLE. I reside at Kingfisher, Okla.

Chairman WALSH. What is your business?

Mr. NAGLE. I am a lawyer.

Chairman WALSH. How long have you resided at Kingfisher, Okla?

Mr. NAGLE. Well, I came in there at the opening, April 22, 1889.

Chairman WALSH. You came from where?

Mr. NAGLE. I came from Kansas.

Chairman WALSH. What part of Kansas?

Mr. NAGLE. I came from Pottawatomie County, Kans.

Chairman WALSH. Have you made some studies of the land question since you have been down there? Have you had some personal or professional connection with it, Mr. Nagle?

Mr. NAGLE. Yes, sir.

Chairman WALSH. I wish you would please sketch, as concisely as you have heard me ask the other witnesses, what your activities have been since you have been in business life.

Mr. NAGLE. Well, you mean what I have done myself?

Chairman WALSH. Yes; what you have done yourself.

Mr. NAGLE. Well, I was born in Indiana. I was raised on a farm and stayed there until I was about 12 years of age. Then I came to Kansas, and my people lived on a farm there, although I was away from home practically after I was 12 or 13 years of age attending school. And in my early days I held some county offices. I practiced law all my life.

Chairman WALSH. In Kansas, before you came to Oklahoma?

Mr. NAGLE. Yes, sir; and in Oklahoma I was United States marshal of that Territory under the Cleveland administration.

Chairman WALSH. Are you practicing law in Kingfisher now?

Mr. NAGLE. Yes.

Chairman WALSH. Do you have any land yourself?

Mr. NAGLE. Yes, sir.

Chairman WALSH. Was there an outline furnished you, Mr. Nagle?

Mr. NAGLE. Yes.

Chairman WALSH. I wish you would take that outline, please—

Mr. NAGLE (interrupting). Now, there will be a record made. Does this go into the record?

Chairman WALSH. Yes; that goes into the record and goes before the whole commission.

Mr. NAGLE. Now, if the commission please, there were submitted to me a series of interrogatories, and in its presentation this is a group answer to the questions that were submitted to me. I ask to have that marked as an exhibit.

(The document referred to is printed among exhibits at the end of this subject as "Nagle Exhibit No. 1.")

This presentation will be submitted under six sections:

The first subdivision will be the lease contract in Oklahoma; the second subdivision will treat of the machinery of eviction; the third, of the renters' union; the fourth, of the schools; the fifth, a history of the Oklahoma farming; and the sixth, why the movement from the country to the city. And under this subdivision will be taken up the acts of violence and night riding.

Now, the first subdivision is in reference to the lease contract. Now, the word "force" in Oklahoma has a technical meaning; it does not mean a six-shooter or a bowie knife or a 10-inch battery; it means a battery of children with the woman at their head.

And the first thing I wish to submit is a letter of a man by the name of J. W. Newcomb, of Ardmore, Okla., dated December 16, 1908. I will not read the entire letter but only a part of it, because the rest is not material to the issue. [Reads:]

"The man who was to take the Hopkins place from Choctaw Country has laid down because I exacted of him to procure another team and three or four hundred bushels of corn.

"I will put the place up to you"—this was to his agent—"to get a man who can take care of it. There is plenty of room there, and whoever takes it must have as much as two teams, and by rights should have five head, in order to make two continuous teams and plenty of force. Now, when you make an arrangement with anyone be sure that they fill the requirements."

Plenty of mule power and plenty of force means children. I would like to have this letter attached as an exhibit.

(The letter referred to is printed among the exhibits at the end of this subject as "Nagle Exhibit No. 2.")

Now, I submit another letter from J. W. Newcomb, dated January 2, 1909, to one of his tenants. I am cutting out the man's name, as directed, and I will read this entire letter. [Reads:]

ARDMORE, OKLA., *January 2, 1909.*

DEAR SIR: I have just returned from a Christmas trip to Mississippi and find your registered letter, as well as another letter inclosing contract for Sargent, which duplicate I sign and return to you.

Relative to Long, subtenant, Long had no right to "sub" it to another man without my consent, and I certainly will object to any man who is not fully equipped to make a good crop.

I will write to Long and Arlington to-day and will ask that you take the matter in hand to the end that they furnish the man with teams at once if they want him to have the place. Also it is necessary for him to have plenty of force to work the land.

I have quite a bit of accumulated business on hand to-day, and will either come up or write you again in a day or two.

Yours, very truly,

J. W. NEWCOMB.

Now, the man Long he speaks of in this letter, I have here a copy, the lease is made in duplicate, and this is one of the copies which I have here, and this is a classic example of the cotton leases of Oklahoma. [Reads:]

"RENTAL CONTRACT.

"STATE OF OKLAHOMA, *County of McClain:*

"*Know all men by these presents:* The following contract is this day made and entered into by and between J. W. Newcomb, of Ardmore, Oklahoma, party of the first part, and E. W. Long, of Lindsay, Oklahoma, party of the second part, witnesseth:"

At this point I want to direct your attention to a question asked about the superior bargaining power of the landlord: "What effect, in your opinion, has the superior bargaining power of the landlord?" [Continues reading:]

"The party of the first part hereby rents and lets to the party of the second part, for a period of one year, commencing on the first day of January, 1909, and ending on the 31st day of December, 1909, the following-described premises, to wit:"

Now this is the land he rents [continues reading]:

"The house occupied and the land cultivated by Alfred Johnson the past three years."

Now, you will see he keeps in his own hands the power to direct what land shall be worked, and after the lease is signed then he elects what piece of land

the tenant shall work. That is not true, of course, in all leases. [Continues reading:]

"*Provided, however,* The party of the first part reserves the right to make some changes as to the exact land which the party of the second part shall work, if it should become apparent that party of the second part could work some other land to better advantage by reason of its being closer to him. Such change, however, not to reduce the original acreage, consisting of 100 acres in cultivation, more or less, located about two and one-half miles east of the town of Bradley, Oklahoma, on the following terms and conditions, namely:

"First. The party of the second part hereby agrees to plant 30 to 50 acres in cotton and 50 to 70 acres in corn. On all lands otherwise cultivated, or which are not properly cultivated, the party of the second part hereby agrees to pay to the party of the first part the sum of three dollars per acre, payable October the first of the current year.

"Second. For the use and occupancy of said premises the party of the second part hereby agrees to give to the party of the first part one-third of all the corn and one-fourth of all cotton grown on said premises, and further agrees to gather and deliver to the gin, at either Bradley or Lindsay, the said one-fourth of cotton belonging to said party of the first part free of charge.

"Third. The said party of the first part shall, at his option, enter upon said premises and have gathered his said one-third of all corn grown by party of the second part, after giving said party of the second part notice of such intention, and for gathering his one-third of said corn the said party of the second part shall pay to the party of the first part the sum of two and one-half cents per bushel, payable out of that part of the corn remaining in the field belonging to the party of the second part, at the market price, less the usual price for gathering and hauling to market: *Provided, however,* If the party of the first part deems it to his interest to have the party of the second part gather his said one-third of said corn, then the said party of the second part shall gather the same and deliver it to any point designated by the party of the first part, provided the average haul is not over one mile, free of charge.

"Fourth. The party of the second part hereby binds himself to manage said premises in a thorough and farmerlike manner, and if at any time during the tenure of this contract it appears to the party of the first part, or his legal representative, that the said premises are not being so managed, then of his own accord he shall, at his option, hire any labor he deems necessary to work said crop, the expense of which shall be charged to said party of the second part and shall stand as a lien upon that part of the crop belonging to the party of the second part."

Now, I want to call your attention to the fifth subdivision, the fifth paragraph of this lease. [Continues reading:]

"Fifth. During the tenure of this contract the party of the second part shall keep in repair all fences adjacent to the lands which he is cultivating, for which services he shall have the privilege to pasture his own work horses and milch cows: *Provided, however,* He is not to pasture until all crops on his and adjoining premises are gathered."

He is getting the pasture privileges, but he can not pasture until all the crops on his place and also on the adjoining premises are gathered; that is on account of the fences, I suppose. [Continues reading:]

"Sixth. No account or claim shall be maintained against the party of the first part for repairs on said premises, or for well buckets, or for anything, except by written agreement with the party of the first part in advance of any work done by the party of the second part.

"Seventh. The party of the first part shall not be liable to the party of the second part for any damages that may accrue by reason of stock breaking in or for any cause whatever.

"Eighth. The party of the second part is not to sublet said premises or transfer this contract without the written consent of the party of the first part.

"Ninth. That the party of the second part, at the expiration of this contract, shall deliver possession of all said premises, together with all and singular the improvements that go therewith, in as good condition as the same now are, reasonable wear and use excepted."

Then it is written in [continues reading]:

"Tenth. The party of the second part hereby agrees to work, if it is, in the opinion of the party of the first part, or his representative, necessary, two days on the fences inclosing said premises, said work to be done at the instance of the party of the first part, or his Agt., and for and in lieu of such services the

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party of the second part shall have pasture privileges provided for in section five of this agreement.

"Witness our hands to this contract in duplicate, on this the 8th day of December, 1908.

"Attest:

"J. W. NEWCOMB,
"Party of the first part.

"GEO. W. LONG,
"Party of the second part."

Now, he is to have pasture privileges under this contract, but he can not have pasture privileges while the crops are growing, and the only time he can have advantage of the pasture privileges is at the season of the year when there is no grass growing. He has his work horses and milch cows, and if he should have an extra mule or colt, when the settlement days come that is counted in under that contract and charged up against him.

"A farmerlike manner"—I will take that up when I get to the next subdivision—what that means.

Now, as to the machinery of eviction. The first thing I wish to submit here is another lease. It is the ordinary lease contract, probably not quite so stringent as the other, dated the 10th day of January, 1914, and it provides that this tenant shall have possession of this land until January 1, 1915. It is a lease contract between Fred W. Lankard, party of the first part, and John Patrick, party of the second part.

Chairman WALSH. Are your contracts usually in writing in that country, Mr. Nagle?

Mr. NAGLE. Those of large landlords; yes. This has his name, even, written into it. This has not [referring to another paper]. Now, this Lankard case is [reading]:

"Contract made and entered into this tenth day of January, 1914, by and between Fred Lankard, party of the first part, of Kingfisher, Okla., and John Patrick, of Dover, Okla., party of the second part, whereby the said party of the first part leases to the said party of the second part the NW. quarter of sec. 4, twp. 17, range 8, containing 160 acres, more or less, according to the Government survey thereof, for a term of one year from the date of this instrument to January first, 1915, at which time the party of the second part agrees to give peaceable possession of all buildings and to remove from said premises; the possession of the farm land to be given after the crops for the year 1914 have been removed from said land.

"The party of the second part agrees to give for rental of the above-described land one-fourth of all cotton, delivered at Dover, Oklahoma, and one-third of all grain crops, delivered at the option of the party of the first part, either at Dover, Okla., or the F. L. Patten farm, same being the SW. quarter of sec. 31, twp. 6, range 7. The party of the second part further agrees to pay in cash the sum of \$1.00 per acre for all pasture land on said farm.

"The party of the second part further agrees and guarantees to prepare one certain piece of ground, to be afterward designated by the party of the first part, and sow the same to alfalfa, at a cost to the party of the first part of \$3.00 per day for the use of a man, a four-horse team, and \$1.50 per day for man without team, the party of the second part to board himself and horses while doing this work. The party of the first part to furnish the seed to seed said land and to furnish or pay for a seeder or drill to sow said land. The party of the second part agrees to furnish a disk and harrow to do the work on said alfalfa land without any additional cost to the party of the first part. Said party of the second part also agrees and guarantees to mow said alfalfa at any time designated by the party of the first part, for the purpose of killing any weeds or trash that may be on said ground, at a cost to the party of the first part of 10¢ per acre. In case said alfalfa should make a hay crop, the same is to be divided equally between both parties after said hay has been stacked.

"FRED LANKARD,
"Party of the first part.

"JOHN PATRICK,
"Party of the second part."

"Witnesses:

"F. L. PATTEN,
"JOE GRIMES."

Now, under that contract he was entitled to the possession of the place until the 1st day of January, 1915. On the 21st day of November, 1914, Lankard brought before a justice of the peace a proceeding in forcible entry and detainer against Patrick, and it is the ordinary complaint filed in such cases, and the material allegations in it are that he repudiated his landlord and that he refused to comply with the contract. (Reading:)

"Filed Nov. 21/14.

"In the justice of the peace court in and for Kingfisher County and State of Oklahoma, before H. E. Hopkins, a justice of the peace of the city of Kingfisher, Kingfisher County, and State of Oklahoma. Fred W. Lankard, plaintiff, v. John Patrick, Mary S. Patrick, Zeviah C. Edson, defendants.

"COMPLAINTS.

"Comes now the plaintiff in the above-entitled cause, Fred W. Lankard, complain of the defendants, John Patrick, Mary S. Patrick, and Zeviah C. Edson, and for cause of action alleges:

"That this plaintiff is entitled to the possession of the following-described premises, to wit:

"Lots three (3) and four (4) and the south half ($\frac{1}{2}$) of the northwest quarter ($\frac{1}{4}$) of section four (4), township seventeen (17) north, range eight (8), W. I. M. in Kingfisher County, State of Oklahoma.

"That the defendants, John Patrick, Mary S. Patrick, and Zeviah C. Edson, forcibly, unlawfully, and without just cause detain the possession of said premises from this plaintiff.

"That on the 10th day of January, 1914, the defendant John Patrick went into possession of said premises lawfully under a certain written lease executed by this plaintiff.

"That the other defendants, Mary S. Patrick and Zeviah C. Edson, are the wife and mother-in-law, respectively, of the defendant John Patrick and were permitted by him to occupy said premises as members of his family.

"That the defendant John Patrick disputes and denies the title of this plaintiff to said premises and has repudiated the relationship of landlord and tenant, and has refused to further recognize this plaintiff as the owner or landlord of said premises, and has set up the claim and pretense that said premises are owned and controlled by persons other than this plaintiff, and has wholly failed and refused to pay the rent now due plaintiff for said premises, and has committed waste on said premises.

"Plaintiff further states that the defendants have been served with a notice and demand for possession of said premises, as required by law, and that said notice was served lawfully on each of said defendants more than three days before the bringing of this suit, a copy of which said notice is hereto attached and made a part thereof and marked 'Exhibit A.'

"Wherefore, plaintiff, Fred W. Lankard, prays that he be given judgment of restitution and for the possession of the said premises described above and for all costs and other and proper relief.

"_____
"Attorneys for Plaintiff.

"STATE OF OKLAHOMA,
"Kingfisher County, ss:

"Fred W. Lankard, being first duly sworn, says under oath that he has heard read the foregoing complaint and knows the contents thereof and that the matters and things therein alleged are true.

"Subscribed and sworn to before me this ____ day of November, 1914.

"_____
"Justice of the Peace."

(EXHIBIT A.)

"STATE OF OKLAHOMA,
"County of Kingfisher, ss:

"Notice to vacate to John Patrick, Mary S. Patrick, and Zeviah C. Edson:

"You, John Patrick, Mary S. Patrick, and Zeviah C. Edson, are hereby notified that I, Fred W. Lankard, am the owner and entitled to the immediate possession of the following-described premises, to wit:

"Lots three (3) and four (4) and the south half ($\frac{1}{2}$) of the northwest quarter ($\frac{1}{4}$) of section four (4), township seventeen (17) north, range eight (8), W. I. M. in Kingfisher County, State of Oklahoma.

"You and each of you are further notified to quit, leave, vacate, and deliver up to me at once the above-described premises for the possession of which I shall bring suit after three days under the forcible entry and detainer act. You will govern yourselves accordingly.

"Witness my hand this 17th day of November, 1914.

"FRED W. LANKARD,
"Owner of said premises."

Now, this man Patrick, the renter, was of about the same grade and same intelligence as this man that was on the stand here yesterday, but was under the impression that the justice of the peace's office was open—this case was set for 1 o'clock—and that it was open until 2. That has been the rule ever since I can remember until they recently changed the law in Oklahoma. And when he got to the justice's office—the case was set at 1 o'clock and 1 hour and 15 minutes had arrived and he made this affidavit to have it set aside and in this paper to have the judge set it aside and for him to be allowed to appear and defend. He sets forth [reads]:

"Before H. E. Hopkins, a justice of the peace in and for the Kingfisher City District, Kingfisher County, Okla. Fred W. Lankard, plaintiff, v. John Patrick, Mary S. Patrick, and Levinih C. Patrick, defendants.

"AFFIDAVIT.

"Comes now the said defendant, John Patrick, in his own behalf and in behalf of his codefendants, and makes oath and says: That he is defendant in the above cause and makes this affidavit in his own behalf and in behalf of his wife and Mrs. Edson, his wife's mother, who has resided on the tract of land named in complaint since 1893. That he appeared before said court at 1.15 o'clock p. m. on the 25th day of November, 1914, the day said cause was set for trial, and was informed by the court that judgment was taken by defendant at 1 p. m. of this day. That defendant is, and was, unacquainted with the location of the office of said justice and was starting to the courthouse in consultation with a friend as just what to do, and had not reached the justice's office at 1 o'clock. That he has a just and legal defense to said cause, and Zevlah C. Edson has a just and legal defense to said cause, and that she is sick at this time and old and unable at this time to attend the trial of this cause.

"That this affiant holds said land under a contract attached hereto and made a part hereof. That this showing is not made for the purpose of vexation and delay. That this affiant denies the allegation in the complaint that he has repudiated his landlord or refused to pay the rent, or committed waste, and says that on January 1, 1915, he will give peaceable possession under said contract.

"He prays that the judgment in said cause be set aside and that said cause be set down for trial.

"JOHN PATRICK.

"Subscribed and sworn to before me this 25th day of November, 1914.

"H. E. HOPKINS, J. P."

Now, the reason that was done—the history of the case is about this, and I am not attorney in the case and in none of the litigation whatever, and had and have no interest in it. The only thing I ever done in the case was the lawyer telephoned me about 1 o'clock, or just about the time when he came into the office to get that case continued, and I went and attended to that for him or tried to, and since that time or before that time I have nothing whatever to do with the case.

But it seems this land was taken as a homestead by this old woman over 20 years ago, and the husband died 5 years ago, leaving her about \$10,000 in land and other property, and that through litigation and misfortune and one thing and another she lost everything, and then this son-in-law rented this land for one year. The land is worth \$5,000 or \$6,000, but this man Patrick—he is an old man and his wife was dying with cancer and they had no force of children, or if they had any they were grown up and had left there. And there was a young fellow who had plenty of force, and who had a father-in-law that had money, and he wanted this land and he was ready to move onto the land if he could get the house on the land, and there was a good house on that land, and he says to Lankard: "I want the land, and I want it now."

And Lankard, in order to get him on the land, had to put this man off, and they brought this proceeding.

Now, then, on the 17th day of December I told this man Patrick, I said, "If they come out to put you off you call me up over the telephone." That was after I was cited to appear before this commission. I said, "If they undertake to put you off call me up." The telephone rang, and he said, "They are out here to put me off." I got in an automobile and took a photographer with me, and when I got out there I had this picture taken [handing picture to the chairman]. I stayed around there waiting a couple of hours, and they were rather ashamed of themselves. The landlord was out there and he went off, and they got in the automobile and went home. That is to say, the landlord, and this young fellow there helping to take the place he also went home. So that evening Patrick just moved the stuff back into his house. I went home. I called up the constable and I told him, asked him if he was going out there in the morning, and he said that he had orders to go out there, and that he was going out there and put them off. "Well," I says, "will you call me when you start?" He said, "Yes." So he called me about 9 o'clock and started out there, and hired two men to go out there. And I took my photographer, and got into an automobile and followed them out. I had this second photograph taken [handing photograph to chairman].

One of the boys was a young fellow about 21 years of age. He saw me standing around taking those photographs, or ordering them to be taken, and he came and talked to me; and he was a high-school boy, was going to school with my boy. I was attorney for his father, and he came to me and asked what I thought he ought to do. "Well," I says, "does your father know you are out here?" He says, "No." I said, "I would sooner be hung for a horse thief than to be doing what you are out here doing." He said, "I will quit." So I got in the automobile to go back home again. The stuff was moved back again.

The last time I was there—there is an old woman there; she is sick and in bed. They moved everything out and left her in. She was 82 years of age; she was born on the shores of Lake Champlain, and her ancestors fought in the Revolutionary War, in the War of 1812, and in the War between the States. That is the end.

Well, we came back home. The stuff was moved back, and I asked the officer if he was going out there the next day. He said, "No; he was sick," and he refused to go out. But they finally got a justice of the peace and told him he would either go or they would move him from office. I was frank with him, of course. I told him when he went out to please call me, that I would like to make the trip with him.

But the thing drifted along for a day or two, and they went to work and took this photographer, ran him off, and went out there and didn't let me know when they were going, and when they moved the old woman off the last time I was not there. They got the photographer away from me, and the other photographer in the town would not go.

Now, this man Lankard, he is what you call a good man; he is not a bad man at all. He lives in the same ward with me. His family and my family visit. We are friends personally. He has all the conventional virtues. I do not think he smokes, or swears, or chews, or gambles, or hunts on Sunday without a license, or anything of that kind. I do not know of him ever doing anything except to protect his own economic interests. He is a religious man and a good man. And I cite this simply to show that the relationship existing between the landlord and the tenant has a naked economic relationship that is wholly void of any sentiment that might be born of any religious system or any ethical philosophy. That when the economic interests of a man collide with his religious or ethical feeling, or patriotism, he just kicks his patriotism and religion out the back door, and he says to his patriotism, "Good-by; I will meet you on the fourth day of next July." He says to his religion, "Good-by; I will meet you at 10.30 on Sunday morning, and I will stay with you until about 11.50 or 11.55; then I want to go home and get dinner. I want to rest the rest of the Sunday afternoon so I will be fresh to play the game early Monday morning."

Now, then, why did that justice of the peace act in that arbitrary manner? He is a good man; he had no feeling against that man. He never met him before; never knew nothing about him. He had no feeling against me. If I had been on the other side of the case he would have done just exactly the same.

Now, originally under the laws of the Territory and under the laws of the State until a year or two ago, and I think in the laws of almost every State, the subdivisions of a county are into townships, and a justice of the peace and a constable are always elected; we always elected in every State of which I have any knowledge a justice of the peace that has jurisdiction over such cases as that. If that case was tried in the country that man would not have been put off of that land, and the landlords know that. So they went to work and they changed the law, and they repealed the law giving those people in the country the justice of the peace and the constable, and they divided the county up into districts, where each district would be controlled by an electric-light town. And in those electric-light towns now they elect the justices of the peace and the constables, four or five or six of them in the county. And the man that holds the strong hand on this rental lease, he sees to the election of these justices of the peace, and they look after his interests in the courts.

And if you say, "Why don't he appeal?"—they must give a bond for twice the amount of the damages, and they can't give the bond.

Well, he will say, "Why don't you test it out, carry some case to the district court." Well, the way they are fixed in the district courts is this:

Originally we had a jury system that was democratic. The jury was selected so that no judge could either convict or acquit a man by manipulating the jury; neither could any county attorney or any sheriff. We drew that and had it passed by the Territory legislature in order to protect ourselves from those Federal judges, and as soon as the landlord question became acute they changed that law, and the first law they made and the first law passed by the legislature in December, 1908, was that the judge should appoint a jury commission of three, not more than two of whom shall be of the same political party; that the jury list of 300, or whatever number of names is required, should be selected from the poll book. Within 60 days that was changed, and the jury list must be selected now from the tax rolls. But you might say, "Well, the tenants have some property," but there is an exemption law of \$200 or \$300. And the tax roll is in two books; one of them is personal property and the other is real estate. Of course, the judges always select what they call a good man, but the tenant is never a good man—not for that purpose. They are selected, generally they are business men, real-estate men, or side-line farmers, and they took the tax roll and they selected the jury list, and from that it excludes 100,000 renters from serving on the jury. You don't ever get a tenant farmer on the jury unless they want him there. Now, then, every tenant farmer in Oklahoma is mortgaged; that is, chattel mortgaged. If there is a tenant farmer in Oklahoma that is not chattel mortgaged I have never met him, and have never met the man that did meet him.

Now, the way that a chattel mortgage is foreclosed, it is not always foreclosed strictly under the law. They have what they call auction sales, and the bankers and money lenders and the storekeepers go to this tenant farmer that is going under, and he will make a talk to him and say, "You might as well turn the property over, we will take it over to John Brown's and sell it off, and if it don't bring what you owe, we will have to swear it away anyhow," and it will be better for the banker and better for the tenant farmer. So that these auction sales, or at least a large percentage of those auction sales we see advertised, that is the result. That is the way they foreclose a chattel mortgage, and then they protect themselves by what they call loading. That is, they bring, say, \$300 worth of property and chattel mortgaged up to the gunwales, and the man can't pay out, whether he is sick or had a death in the family or doctor bills or something of that kind, and you are the banker, and you say, "Call me in and talk the matter over with me, and try to get me to turn the property over to you." This man here, he is also chattel mortgaged to you, and he has got \$500 worth of property, and there is only a \$200 mortgage on it, and you call him in and say there is a sale over here at John Brown's, I want you to attend that sale. There are going to be some good bargains there. You buy this stuff in. That is this particular stuff, and he can make something and he loads my debt on Holman, and he gives a first mortgage on my stuff and a second mortgage on the equity that Holman holds in his.

In the matter of the renters' union, I will take that up second. The first renters' union that was ever organized was in September, 1909, in McClain County, Okla. And afterwards, on November 14, 1911, at Waco, Tex., the

Texas tenants organized, and afterwards they both got together and are practically the same organization now, I understand they are merged into the Land League.

Now, at that time, in September, 1909, these were the demands of the renters' union. I have got the documents here to prove it. I will give you this. [Handing pictures of renters' homes in Oklahoma to the chairman.]

(The pictures referred to were offered by the witness. They are not printed.)

That is a classical example. That is, however, not strictly true. It does not show the woodpecker holes in the roof, nor the rat holes in the parlor.

Now, these demands of the Oklahoma Renters' Union [reading]:

"DEMANDS OF OKLAHOMA RENTERS' UNION.

"(a) We demand that the landlords of this State shall provide their tenants with a house in which to live which shall consist of not less than two rooms and a lean-to. The said two rooms shall not be less than 14 feet square, with a ceiling not less than 8½ feet high. The said rooms shall be plastered and have a lumber floor.

"The lean-to shall not be less than 8 by 20 feet and built substantially to exclude the elements. It shall be partitioned, one-half into a kitchen and one-half into a porch, which said porch shall be screened in. There shall be at least four windows to said building and two to the lean-to, which said windows shall consist of two sashes to each window and so constructed that the sashes can be raised and lowered. The doors to said building and all of the windows to said building shall be screened with wire and in a manner to exclude the flies and mosquitoes. There shall also be built to said building a front porch at least 16 by 6 feet, which may be roofed with boards and batten.

"(b) We further demand that a stable be provided for three horses, and also a shed of reasonable size in which to store implements. We also demand a chicken coop not less than 10 by 12 feet and 6 feet high.

"(c) We also demand that the well on the premises shall be curbed and so fixed as to prevent the surface water from getting into it.

"(d) We demand that all stables, horse and cow lots, shall be built at least 100 feet from the house and in a direction other than southwesterly from the house.

"II. (a) We demand the establishment by law of an agricultural arbitration court in each county to consist of three men—one tenant, one farmer, and one landlord.

"(b) The said court shall have power to fix the rate when the tenant pays in kind, and in so doing the court shall take into consideration the kind and condition of the house furnished the tenant and its surroundings and the character of the land and fertility of the soil.

"(c) When the tenant agrees to pay in cash he shall be entitled to a rebate in the event of the partial or total failure of his crops from the elements or causes over which he has no control.

"(d) Said arbitration court shall have exclusive and final jurisdiction over all disputes and contracts between tenants and landlords, and no lawyer shall be allowed to appear and plead before said tribunal."

And then it goes on, and I will not read it all. [Handing paper to the reporter.]

Chairman WALSH. I notice there is a good deal more to it.

Mr. NAGLE. Yes, sir.

Chairman WALSH. Is there any other place where that will appear in the record?

Mr. NAGLE. No.

Chairman WALSH. Then I think the time would be well employed in reading that all in.

Mr. NAGLE. All right.

Chairman WALSH. I think they are in the nature of constructive suggestions from the viewpoint of the tenant.

Mr. NAGLE. Yes. [Continues reading:]

"III. (a) The recognition by law of an association or union of farmers who farm the land and of renters which shall provide in its constitution for democratic government and the establishment by law of a department of agriculture. The officers of the said department of agriculture shall be elected, and the said

can there pay for 100 bushels of bran if he gives 6½ cents to boot. Now, how is he going to get rich?

Chairman WALSH. I want to ask you one question, going back. At what town was this justice of the peace located from whom the process came for this eviction, the pictures of which you showed us?

Mr. NAGLE. I will tell you about this. I have the original records, but I am in this situation, that if I go ahead and direct this commission's attention to any particular town or county, when I go back home they will say, "What you said is true, but why did you speak of our particular town or county, why did you give our particular town or county the worst of it? Why didn't you pick out some other?" If you want to know privately I will give it to you. You see the force of what I say?

Chairman WALSH. Yes, I do; go ahead.

Mr. NAGLE. As I have made some criticism on the courts I will finish that up now and say no more about it. It is not the Federal court or the Supreme Court of the United States that oppresses these families; it is the justice courts, those little courts that he comes in contact with. I will say this, however, for the supreme court of the State, and I want to be fair all around, that every case that ever went up to that supreme court during the time of the old supreme court—the new ones have not been tested out yet—that there has never been a question—financial, political, or economical—raised in connection with these tenant farmers but that they were treated with fairness; I will say that for the supreme court of the State.

Now, here is another instance on this wheat proposition. This man's name is R. T. Johnson. He is a tenant farmer. His post-office address is Cashion, Okla., R. F. D. No. 1. In the month of September, 1912, he hauled a load of wheat to the town of Cashion raised on his rented farm. They told him that the wheat tested 48 pounds, and offered him 51 cents per bushel. He acted like any other free-born American citizen would act under similar circumstances; he refused to sell the wheat and took it home. But he owed a note and the note came due. He then loaded up the wheat and again took it to Cashion and offered it for sale to the grain combine. It still tested 48 pounds, but they said it was a little "bin burnt," and he was offered 50 cents. He sold the wheat at this price.

He had 10 bushels left at home that he had saved for flour. He carried this 10 bushels by wagon across the sand hills of the Cimarron to a grist mill located at the town of Crescent. He paid 12 cents per bushel to have this wheat ground. The grist mill turned back to him 34 pounds of flour, 7 pounds of shorts, and 15 pounds of bran to the bushel, or 56 pounds in all.

At the price he would have been compelled to pay the milling trust for flour, shorts and bran, the wheat would have brought him over \$1 per bushel. Copher it out for yourself.

This is what the tenant farmer of the State of Oklahoma is going up against.

Now, this man that said that his wheat was bin burnt and that only offered him 48 or 50 cents a bushel is not a bad man, and in that town the banker that held the note is not a bad fellow; but do they treat everybody like that? Not at all.

I raised some wheat once myself, and occasionally wheat is hauled in to me to pay an attorney's fee, and the wheat they bring in to me is no better than the wheat of anybody else. But I would call up the grain men, and I would say, "There will be a hundred pounds of wheat go down there that belongs to me, what is the price?" "Well," they will say, "wheat to-day is worth 75 cents, but I will tell you what we will give when we look at it." And the wheat would go down there, and they would call me up in 10 or 15 minutes and say, "We have examined that wheat and it is extra good wheat, it is the best wheat that has come to this market this season, and it is worth more than 75 cents; we will pay you 80 cents for that wheat." Now, why do they do that? It is not any better than any other wheat; but they know that I am one of those fellows that understand their game, and they do not want to antagonize me for 100 pounds of wheat. They would rather pay me \$5 than have me go out and make a holler about it. So, the fellow that gets the worst of it is the one that is least able to stand it. They are the ones that are being skinned, as the saying is.

Every 15 years that a tenant works on a farm he takes 5 years' vacation, one every 3 years.

Now, as to schools. Now, in Oklahoma we have a number of schools—the Northwestern Normal, at Tulequah; the Central State Normal, at Edmonds; the East Central Normal, at Ada; the Southwestern Normal, at Weatherford;

the Cameron Agricultural Training School, at Falls Valley; the University Preparatory School—I think there are in all 28 of them, of those different kinds of schools in Oklahoma, and the appropriations run all the way from hundreds of thousands of dollars to the university and agricultural colleges, down, but there is one appropriation I wish to call attention to; that is the university extension, \$3,115. For university extension they appropriated about \$3,000, and for those other schools hundreds of thousands of dollars. I don't know what it amounts to; I never figured on it at all.

Chairman WALSH. Does that include the agricultural college extension work, that \$3,000? What is that?

Mr. NAGLE. Which?

Chairman WALSH. The extension appropriation.

Mr. NAGLE. That is for agricultural education in the universities; that is what that is.

Now, why are there so many educational institutions in Oklahoma? I understand that there are more than in Texas, Arkansas, and Missouri together. The appropriations are not so great as in those other States, but the number is greater, and the appropriations are enormous, too. It is for the purpose of giving high-school facilities and getting local schools to the electric-light towns at the expense of those fellows out there on the section lines. His children do not go there, but he pays the bills, and all the money he gets out of it for agricultural education is this \$3,000. They are not built for the purpose of education, but they are built for the purpose of boosting the price of the corner lots in aid of the speculators in those electric-light towns. The children of the tenant farmers do not go to those schools. There is not 1 per cent of the children of the hundred thousand tenant farmers in Oklahoma going to the State university. What kind of a figure would that young fellow make in those universities with the Greek-letter chaps? What kind of a life would he lead down there? And they rule and ought to be crushed out.

Who goes to those schools? Why, if the school is located in a town of 10,000 inhabitants, the children from the town go. Now, I do not object to any appropriation, however high, for the State university, or for the State agricultural college, or for a proper number of normal schools; I believe in the normal school. Some of the children of the tenant and mortgaged farmers go down to the normal schools to fit themselves for teaching school; a few go to the agricultural college, but few, if any, go to the other schools.

Now, then, we will take up the question of the future of those farmers; what we can expect from them; and I will give you a sketch of the history of Oklahoma, and these dates may be tiresome to listen to, but they become important further down in the presentation.

The first opening of lands for settlement in Oklahoma was on April 22, 1889. A tract of about 2,000,000 acres was thrown open for settlement on that date by virtue of an Executive order. More than 100,000 people entered Oklahoma on that date.

By virtue of an act of Congress in 1890, "No Man's Land" was added, which is a strip of land 167 miles long and 34½ miles wide.

On September 19, 1891, the lands of the Iowa, Sac, Fox, and Pottawatomie Indians were opened for settlement.

On April 19, 1892, the lands of the Cheyenne and Arapahoe Indians, being 4,297,771 acres, were opened for settlement.

On September 16, 1893, the Cherokee Strip, comprising 6,014,293 acres, was opened for settlement.

On May 23, 1895, the lands of the Kickapoos, comprising 206,662 acres, was opened for settlement.

On August 6, 1901, the Kiowa, Commanche, Apache, and Wichita Reservations, comprising about 4,000,000 acres, were opened for settlement.

The Otoe, Ponca, Missouri, and Kaw Reservations were opened in 1904.

In 1906, which I believe was the last opening, 500,000 acres comprising lands in the Commanche and Apache Reservations were sold in 160-acre pieces to the highest bidder.

Now, the point I wish to make is that all of these lands, except the last mentioned and the Kiowa, Commanche, and Wichita lands, passed to the citizen settler of the United States under the homestead law and by virtue of what was known as the "Free Homes Bill," the lands passed to them free, except the ordinary filing fee, amounting to some \$15 or \$20, which was paid at the United States Land Office.

Of all these lands, millions and millions of acres in the last 25 years—ranging from 10 to 25 years—have passed to those people under the homestead

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laws of the United States, except the payment of the ordinary filing fees of the United States Land Office.

I will not direct your attention to the tenant farmer now. I have left him and am directing your attention to this other man, and the central idea is, Can this farmer survive or is he doomed? Has the fiat gone forth for his extermination?

There are 78 counties in Oklahoma. Of these 78 counties approximately 70 are purely agricultural. In the State there are approximately 200,000 farmers. In the eastern part of the State, or what was formerly the Indian Territory, approximately two-thirds of the farmers are renters. In the western part of the State, formerly known as the Territory of Oklahoma, one-third of the farmers are renters and two-thirds own their own land.

FARMS OWNED AND RENTED IN OKLAHOMA.

This table in reference to farms owned and farms rented in Oklahoma is taken from the Quarterly Report of the Oklahoma State Board of Agriculture for the quarter ending September 30, 1911, page 48.

That was in Indian Territory, and we turn to the counties cut out of the Indian reservations and take the county of Kingfisher and the number owning farms was 2,172 and the number of renters 1,052. We take Commanche County, and the number of owners was 2,022 and the renters 2,204. And that was opened in 1901; so you take all the counties in the eastern part, or what was known as the old Indian Territory, and two-thirds of the farmers are renters and one-third own their own land; and in the western part of the State, formerly known as the Territory of Oklahoma, and this table shows more than one-third of them are renters to-day, and they received their lands free from 10 to 25 years ago.

Now, this table is as follows:

Counties.	Number of farms—		Counties	Number of farms—	
	Owned.	Rented.		Owned.	Rented.
Adair.....	496	372	Lincoln.....	2,310	1,660
Alfalfa.....	1,907	989	Logan.....	1,063	794
Atoka.....	290	770	Love.....	183	1,020
Beaver.....	2,768	669	McClain.....	336	1,068
Beckham.....	1,181	6,006	McClurtain.....	185	297
Blaine.....	1,432	905	McIntosh.....	601	1,323
Bryan.....	518	1,023	Major.....	1,812	633
Caddo.....	2,014	1,831	Marshall.....	208	817
Canadian.....	1,236	806	Mayes.....	712	767
Carter.....	474	1,763	Murray.....	171	777
Cherokee.....	513	912	Muskogee.....	870	1,497
Choctaw.....	388	829	Noble.....	1,252	837
Cimarron.....	927	132	Nowata.....	453	785
Cleveland.....	1,125	917	Oklfuskee.....	314	991
Coal.....	111	459	Oklahoma.....	1,572	907
Comanche.....	2,022	2,204	Oklmulgee.....	330	1,013
Craig.....	843	856	Osage.....	74	610
Creek.....	446	1,576	Ottawa.....	437	817
Custer.....	1,771	961	Pawnee.....	980	941
Delaware.....	580	417	Payne.....	1,625	1,117
Dewey.....	1,833	912	Pittsburg.....	10,790	17,883
Ellis.....	2,269	670	Pontotoc.....	420	1,429
Garfield.....	2,605	1,376	Pottawatomie.....	2,012	1,070
Garvin.....	571	1,910	Pushmataha.....	175	644
Grady.....	820	1,355	Roger Mills.....	1,972	457
Grant.....	2,391	1,253	Rogers.....	615	833
Greer.....	989	718	Seminole.....	323	1,678
Harmon.....	835	773	Sequoyah.....	814	1,527
Harper.....	1,378	890	Stephens.....	894	1,433
Haskell.....	238	839	Texas.....	2,331	687
Hughes.....	515	1,893	Tillman.....	1,383	819
Jackson.....	1,123	964	Tulsa.....	398	800
Jefferson.....	335	1,169	Wagoner.....	380	1,020
Johnston.....	316	1,234	Washington.....	246	4,446
Kay.....	1,702	1,215	Washita.....	2,023	1,064
Kingfisher.....	2,172	1,052	Wood.....	2,312	973
Kiowa.....	680	673	Woodward.....	2,197	877
Latimer.....	199	464			
Le Flore.....	571	1,868	The State.....	88,178	93,896

Now, this is the table of 1911.

Chairman WALSH. Do you get later briefly to some of your opinions?

Mr. NAGLE. Yes, sir. I have to lead up to it, to be intelligent.

Chairman WALSH. Yes.

Mr. NAGLE (reading). "The number of renters in the State at this time is 104,000. Of the farmers that own their own farms, numbering approximately at this time 95,000, 80 per cent are mortgaged, the first mortgages ranging from 40 to 60 per cent of the cash value of the land. How the 20 per cent escaped being mortgaged I will explain hereafter.

"CONDITIONS IN WESTERN OKLAHOMA.

"The condition of the farmer in the western part of the State, or rather in that part of the State formerly known as Oklahoma Territory, is better than that of the farmer and renter in the eastern part of the State, formerly known as the Indian Territory.

"Yet, it is apparent from the foregoing statement that the farmers in that part of the State formerly known as Oklahoma Territory, notwithstanding the fact that they obtained their land from the Government free, are to-day one-third renters and 80 per cent of the other two-thirds are mortgaged. What brought about these conditions? The first Territorial legislature enacted a law that the 80 acres of the homestead upon which the residence was situated could not be mortgaged. The cry was raised by the bankers that this would prevent capital from coming into the State and prevent the farmer from obtaining money to properly operate the farm. The law was repealed and the loan agent made his appearance. In 1894, 1895, and 1896 the rate of interest was 7 per cent and 30 per cent commission on loans made for a period of six years."

And if anybody questions that, there are hundreds of them on record in every county, bearing 7 per cent, and right following that on the same date a second mortgage for 30 per cent commission. [Continues reading:]

"This means that the farmer gave a first mortgage for \$1,000, drawing 7 per cent interest, payable semiannually, and he gave a second mortgage for \$300 payable in one and two years without interest. The rate has gradually fallen until at the present time it ranges from 6 per cent and 5 per cent commission to 6 per cent interest and 20 per cent commission.

"The farmer mortgages for one of two reasons: First, dire necessity; second, because he knows that in some way he must have working capital or pass to the renter class, and to avoid this he takes chances.

"Cornell University, from its college of agriculture, issued 'An Agriculture Survey of Tompkins County, New York.' This is a 200-page pamphlet by G. F. Warren and K. C. Livermore. The survey of conditions in Tompkins County was worked out after four seasons of exhaustive investigation covering every detail of farming.

"This survey discloses that the wages of a farm hand in that region were from \$300 to \$350 a year, with house rent, garden, wood, and milk added. The survey shows that one-third of the owners of land made less than the hired men, one-third about the same, and one-third made more.

"The problem of the survey was to disclose why the few succeeded and the many did so poorly. The survey solved the problem. It found, for example, that more than one-third of the owners had invested capital of less than \$4,000. These were the ones who averaged profits of less than the hired man's wages. Those with a capital of \$10,000 averaged a good labor income.

"The survey discloses that in spite of the most energetic and economic management, only 1 farmer out of 236 with a capital of less than \$4,000 was able to reach a labor income of \$800 a year. 'Shortage of capital,' declared the pamphlet, is the cause of poor results in farming.

"The average size of the farm in Tompkins County is 107 acres. The owner with more than 100 acres averaged much more than wages. The owner with less than 61 acres made less than wages. The chief reason given for this is the economy of operation made possible by machinery. There must be land enough to keep the machinery in use; otherwise the capital invested in the labor-saving devices does not yield the proper returns.

"The conclusion therefore is reached in this illuminating survey, that to farm successfully a farmer needs at least 150 acres of land in his own right and ought to have 200 acres.

"As in New York so it is in Oklahoma. Shortage of capital is gradually submerging the farmer. But why this shortage of capital? The why is because the farmer is unable to accumulate. And why is he unable to accumulate? He is unable to accumulate because the burden he carries is too heavy. And what is his burden? To illustrate what this burden is I will take a county in central Oklahoma, one of the best counties in the State, well watered, fairly well timbered, and a county in which can be grown both corn, wheat, and cotton and traversed by railway lines.

"The conditions in the county I now describe are the conditions in every agricultural county in the State. In this county there are 3,000 farmers. One thousand are renters and 2,000 own their own farms. Of the 2,000 that own their own farms 80 per cent are mortgaged. The tenant farmers are all chattel mortgaged.

"There is no mining or manufacturing in this county. The wealth produced in this county comes solely from the labor of these 3,000 farmers and their families. In this county is a county seat town and two other electric-light towns.

"In those electric-light towns are grouped approximately 100 parasites of the first degree. This means that every 30 farmers must keep 1 parasite of the first degree in affluence. They must furnish him with a first-class house to live in, with servants and all the trappings of middle-class fashionable life. These parasites are interlocked. Their conscious identity of interest, as a whole, against the interest of the producing farmers in the county, as a whole, welds them together. If the bank that exploited the farmer through usury should decry the graft of the grain man, what would happen? The grain man would counter with the charge of usury graft and withdraw his deposits from the bank and report the matter to the secretary and executive committee of the State Grain Dealers' Association and this committee would take the matter up with the banks' correspondents in Kansas City, Chicago, and New York and the bank would be refused accommodations and would eventually be forced out of business. The banker may be a good man, but caution impels him to silence and to mind his own business. If the big dry-goods merchant should complain of the grafting of the farmer by the mills, gins, elevators, grain and lumber men, or by the banks, how much goods do you think they would sell to the wives and families of these other parasites? If he whispered about usury, what would the banks do to him when he wanted money to discount his bills? Nor is this all. The same 30 farmers that must support 1 parasite of the first degree must support many parasites of the second, third, and fourth degrees. The bank that directly exploits the farmer by usurious interest is the parasite of the first degree. The newspaper man who advertises the bank and makes its business appear respectable to the public is a parasite of the second degree; he feeds on the banker. The landlord who rents the building to the newspaper man is the parasite of the third degree; he feeds on the newspaper man. The insurance agent who insures the landlord's buildings is a parasite of the fourth degree; he feeds on the landlord. All parasites of the first degree have a string of parasites attached to them and feeding on them. But in the last analysis, however, they all feed on the farmer. That is the burden he carries.

"After these local interlocked parasites take their 'cut' from the products raised by the farmer's toil it is passed on to the 'higher ups,' who operate through interlocking directorates.

"This is the burden the farmer carries, and it is this burden that is gradually reducing him to the status of the peon and the serf. These parasites of the first degree are virtual autocrats in their little kingdoms.

"They control the press. The newspapers in the electric-light towns are very careful not to publish anything that might enlighten the farmer as to the inner workings of these interlocked groups. The papers depend upon advertising. The farmer does not advertise; the parasite does.

"They control the church. These interlocked parasites distribute themselves around the various churches of the town, and if the minister should denounce their methods they would withdraw their support and influence and he would soon be relieved of his charge.

"They control the schools. The high-school or grade teacher dares not speak of the ruthless exploitation of the farmer. If she expects to be advanced in her profession or become county superintendent of schools, she must hold up the parasite to the rising generation as a living exemplar of the 'good man.'

"The lawyers and politicians are used as buffers between the farmer and the parasite. They stand in with the parasite, but they hand out to the farmer in

the country schoolhouses bunk and soporific dope. And in this they are aided by the newspaper men.

"Now, then, the question is this: We have seen that one-third of them are renters and that two-thirds of them are farmers that own their own land, and that 80 per cent are mortgaged. Now, how did the other 20 per cent escape that mortgage? That is the question. The fact is that 20 per cent of the farmers who own their own land have escaped the mortgage, and it is important to know how they escaped it.

"Five per cent of the farmers who own their own land, escaped mortgaging by reason of the fact that they or their wives inherited money from estates and were thus enabled to tide over.

"This accounts for 85 per cent. That leaves 15 per cent of this two-thirds that escaped the mortgage. How did this 15 per cent escape the mortgage?

"It is not everyone who cries 'Lord, Lord, who shall enter the Kingdom of Heaven,' and it is not everyone who bawls 'We farmers, we farmers,' and wears the uniform.

"If you don't know what the uniform is, I will tell you. It is a pair of overalls and jumpers. That is the uniform.

"There are what might be called 'side-line farmers,' and they may be scheduled about as follows—I may not name them all:

"(a) Side Liner No. 1 rides over the country picking up a calf here, a colt there, and a mule somewhere else, cheap. His special prey is the poor devil who has no credit, no telephone, and takes no newspapers.

"(b) Side Liner No. 2 has his weather eye out for chattel-mortgage sales, sheriff's sales of land, and picks up 'equities' from real farmers who are 'squeezed out.'

"(c) Side Liner No. 3 raises jacks and stable horses at a cost of \$100 each and sells them to a company of farmers in a neighboring county for \$2,000 each, after fixing two or three of the company by giving them their share for nothing and a \$50 'William' to boot. This thrifty gentleman assumes the cognomen of 'farmer and stock man.'

"(d) Side Liner No. 4 is another thrifty gentleman who wears the uniform and whose business is 'skinning niggers and Indians,' or who receives a commission as a capper.

"(e) Side Liner No. 5 is the 'retired farmer' who lives in the country, owns two or three quarter sections, and makes his tenants 'divide up' with him from one-fourth to one-half.

"(f) Side Liner No. 6 is the landlord farmer and the banker farmer; many of whom live in the country 'among their tenants.' These are the humane Christian gentlemen who, before they sign the double-riveted lease, make strict inquiry, not only as to the 'mule power,' but as to the 'force' of the prospective tenant—their age, number, and health. 'The force' means the wife and children of the tenant farmer.

"These side liners constitute the other 15 per cent that have escaped the mortgage. They stand in with the electric-light-town parasites and make common cause with them against the real farmer.

"Now, who is the real farmer? The tenant farmer is the real farmer, and the man who owns land and lives on it, works it, and produces those things which the race must have in order to survive is the real farmer. The tragedy of the situation is that although he is the man that must produce the things if the race survives; it is apparent that his status is rapidly changing and that under the existing order he can only survive as a peon and a serf. That which he raises on the soil he takes to the electric-light town and lays it at the feet of the parasites and they fix the price. He makes their check and cashes it and goes back into their places of business and buys from them, and again they fix the price. The only thing that is necessary for the producing farmer to know is the road to town. The market so far as he is concerned is a shell game and operated in a way that he is ever flimflammed and buncoed.

"Heretofore it has been impossible to enslave the American producing farmer for the same reason that it was impossible to enslave the Indian. He escaped to the woods. But the public domain is exhausted. He is face to face with a crisis. He must accept one of two alternatives. He must in the future be contented and docile as a peon and a serf or he must crush the power of the parasite class.

"This farmer, single-handed and alone forced his way across a wilderness from the Atlantic to the Pacific, contending not only with the forces of nature, but with wild beasts and wilder men. He overcame every obstacle and con-

quered every foe until he met the trust. Although in this conflict he has been whipped in every round, yet all the rounds have not yet been fought and his fighting spirit is unbroken.

"Anything a man can whip he will whip, and anything he can't whip he will worship. The farmer will not worship the trust; he will fight again. And before he can reach for the throat of the trust, he must crush the middle men, these interlocked parasites of the electric-light towns."

That is my presentation. I am willing to answer any questions.

Chairman WALSH. I believe you had something you wished to say about disturbances, out of which grew violence. If it will just cover that, I believe we will take your written matter, Mr. Nagle, and close.

I was asked to ask whether you are a farmer yourself, Mr. Nagle.

Mr. NAGLE. No, sir; I am not.

Chairman WALSH. Are you a landowner yourself?

Mr. NAGLE. Yes; I own a little land.

Chairman WALSH. A little land. How much?

Mr. NAGLE. I own about 160 acres.

Chairman WALSH. Are you in any business except the law business?

Mr. NAGLE. No, sir. I never was in my life; never did anything except to practice law.

On this question of violence and night riderism, the question that first presents itself to my mind is why the exodus from the country to the city? Why are they leaving the country and going to the city? We see from this presentation that 80 per cent of them are mortgaged, and after the mortgage assumes such proportions that it is apparent that they can not pay it and they become also chattel mortgaged, and they have a scale and they sell off the surplus stuff, and pay off their chattel mortgage, and then sell their equity. That gives them—they will come out of the deal then, probably two, three, or four span of horses, and probably two, three, or four hundred dollars in money, maybe a thousand dollars in money; but generally it is two, three, or four teams of horses, and four or five cows, some chickens and hogs, and four or five hundred dollars of money, and they are equipped for what? They are equipped to be first-class renters. Then they go and hunt for a farm to rent, and they find a farm that suits them. But there is a renter there, and economically this holder that is on there is not as strong as this man and he shoves him off, takes his place. This fellow that he shoves off, he has not the four or five hundred dollars, he has not so many teams, his force may not be so strong, so he is shoved out, and he moves off, and he is better equipped than the fellow further down the line; he just goes down and he pushes the next fellow off, and that fellow pushes another, and the weakest fellow that has got nothing, he drifts to town. There is no other place for him to go. He has got to go to the town. He can't get any place to rent, for he hasn't the mule power and the force to operate a farm. So there is no place on earth for him to go but to town. That is one of the reasons of the movement toward the city.

Another thing: When I was a child, why, I remember the time when they would knock the ends, both ends, of the barrel out and fill it up with wood ashes and make lye, and from the lye make soap. They would start a fire in the woods and make the sugar. They would make molasses out of sorghum. They would raise sheep and take the wool to the mill to be carded, and the wool would be carded, and mother would spin it and make that kind of clothing, stockings, and things of that kind, and also the wool would be woven and make clothing out of it. But the house factory has been eliminated. There is none of that work any more. It is not to do. That kind of work is now done in the city and in the factories, and the men and the women that were engaged in that household industry, they have left the farm. It is not there for them to do, and they have followed their job. A man must always follow his job. The job will not follow him, because there are more men than jobs.

Now, then, coming to the question of night riders, and the causes of that. The cause is simply this, that the man down the line, he does not want to be pushed off of that land by the man that is stronger. That is all there is to it.

Chairman WALSH. Please indicate, Mr. Nagle, how extensive that was—whether there was any violence in the county.

Mr. NAGLE. There is a good deal of misconception about what constitutes violence.

Chairman WALSH. What I mean is direct violence between the individuals. I do not mean the abuse of law or any of those other forms of violence. I do not mean economic violence; that is, I do not mean the pressure downward.

Mr. NAGLE. The fact is—

Chairman WALSH. What I mean is, did anybody whip anybody else? Did they shoot at anyone else, or anything of that kind? Did an organized mob threaten any person or do any damage, or anything of that sort—destruction of property of the landlord or of the tenant?

Mr. NAGLE. I don't know.

Chairman WALSH. Just proceed and give the details of any so-called night riderism in Oklahoma.

Mr. NAGLE. As I said, there is a misconception of what constitutes night riderism and violence. If a place is posted, they do not comply with the order, they do not go there and burn his house or take him out in the night and whip him—

Chairman WALSH. By the way, what do you mean by "posting" a place?

Mr. NAGLE. That means that the land must lie idle, not be cultivated until the fellow that owns the land, or the renter, does the right thing. But if the land is posted, why, a man—if you will let me say this—they can do more damage than with a double-barreled, muzzle-loading shotgun with a couple of basketfuls of Johnson grass—that they can do more damage than in any other way, because within an hour's time you can simply destroy a \$10,000 farm. That is what night riderism constitutes in some degree. Of course, there has been some night riding done; I will answer that question in that way. And acts of violence or anything like that, I could not testify to that, because the knowledge I have of it is such that I could not disclose.

Chairman WALSH. Are you in position to state the details of the trouble in McClain County?

Mr. NAGLE. No, sir.

Chairman WALSH. You were attorney in the case, were you?

Mr. NAGLE. Yes, sir.

Chairman WALSH. Is there anything else on that subject, Mr. Nagle? Is it true that property was destroyed in McClain County?

Mr. NAGLE. I don't know.

Chairman WALSH. That is all. Thank you, very much.

(NOTE.—The stenographer was directed to insert this in the record, in connection with Mr. Nagle's testimony: The case referred to in McClain County, Okla., by the last witness (Mr. Nagle) was the case of *Oklahoma v. Sam and Luke Spencer*, pending in the district court of McClain County, Okla.)

TESTIMONY OF PROF. CHARLES B. AUSTIN.

Chairman WALSH. What is your name?

Prof. AUSTIN. Charles B. Austin.

Chairman WALSH. And what is your profession?

Prof. AUSTIN. At the present time I am head of the division of public welfare, department of extension, University of Texas.

Chairman WALSH. How long have you occupied that position?

Prof. AUSTIN. If you will permit me, Mr. Chairman, I will sketch, the same as the other witnesses—

Chairman WALSH. I wish you would.

Prof. AUSTIN (continuing). Right up to that point. I am a native of Indiana; I spent most of my boyhood days on an Indiana farm; taught public school seven years in the State of Indiana; hold the degree of A. B. and A. M. from the University of the State of Indiana; did my other graduate work—two years—at the University of Wisconsin as a fellow and assistant, and took charge of the work in economics in Grinnell College, in the State of Iowa; came to the University of Texas and have been in the university four years; one year in the school of economics, when I was transferred to the department of extension and assumed the position I named first in the beginning.

Besides my scholastic training and my days on the farm, I have had some experience in the different kinds of city marketing work, grocery business, and other things of that kind.

Mr. Chairman, may I have the privilege of stating—

Chairman WALSH. If you will pardon me, there is something I wish to put in the record. The case referred to in McClain County, Okla., by the last witness was the case of the *State of Oklahoma v. Sam and Luke Spencer*, pending in the district court of McClain County, Okla.

You may proceed, I hope, now without interruption.

Prof. AUSTIN. The remark which I was about to make, Mr. Chairman, was concerning the nature of my work, and would indicate why I seek to appear before the commission.

My division has for its business the investigation, the study, and attempted solution of a great many of the problems that confront the farmers of the State of Texas. We call our division the division of public welfare. At the present time we are devoting most of our time and attention to rural problems, because it appeared to be the best field for carrying the University of Texas to the people—the people who support the institution.

Mr. Chairman, I have handed each member of the commission a sheet of paper which contains eight points. I am quite willing to begin and give my evidence on either one of the points you may select. I have much more material than it will be possible to read in a short time. I have about 125 typewritten pages of evidence in front of me, and I can furnish you my field studies on either one of the points that I have put on this sheet of paper. If you will—

Chairman WALSH. Might I ask you to sketch them all briefly and give us the data that you have, for our record, beginning with point No. 1, and run right through, as I see they are the topics to which the other witnesses have addressed themselves, at least one of the other witnesses, at any rate.

Prof. AUSTIN. Mr. Chairman, may I ask a personal privilege, as there has been considerable personal opinion expressed by various witnesses, if I may crave the indulgence of the commission for five minutes before I begin to present any statistical evidence, to give a personal opinion of my own. I think that that indulgence on the part of the commission will permit me to furnish a great service to the people of the State of Texas.

Chairman WALSH. Very good. Just proceed.

Prof. AUSTIN. I want to say I do not believe that we have reached the bottom. I think one of the greatest pieces of work that has been done for the State of Texas along the lines of this work was the moment when we brought Mr. Levi T. Stewart before this commission. I think he was the "star" witness up to the present time. That is my personal opinion. He was the star witness, because he showed that a great many of the problems that confront a large fraction of the tenant farmers have nothing to do with the landlords at all. The minor part of Mr. Stewart's life is in relation to his landlord. The tenant problem has many sides. The man who got Mr. Stewart's money and the man who is responsible for his life is not the landlord. The local minister, the physician that attended his wife, the undertaker, and the merchant carry more responsibility in that tenant case than the landlord carries.

If you will permit me, Mr. Chairman, I will indicate what I mean.

In the first place the responsibility for the condition that exists in that one case, must be carried by the physician who attended that family, or the dozen physicians—it could not have been more than 11—there may have been 10 different physicians who came to that family, and the responsibility must be carried by the men who came year after year when the children came into that family; they did not get the father to one side and explain to him a fundamental principle in life. The physician failed in his duty.

In the second place the minister who stood in the pulpit in that man's different communities failed in his duty, because he sometimes preached on the beauties of heaven instead of instructing that man about the way he should live with his family six days of the week. As was shown by his own testimony, it would have been just as well for him had you given him a piece of land and allowed him absolutely free use of it, because the people who got the cotton that he made, three-fourths of it, if you please, were those whom I have named and the one-fourth went to the landowner.

I can not solve the tenant problem from any one viewpoint. It is a many-sided question.

I want to say further what I meant by saying that we have not gone to the bottom. Two or three of our witnesses that we have examined were holders of something like 3,500 acres of land. But where are the people of the State, Mr. Chairman, who a generation ago voted three millions of acres for the erection of a capitol building? Or where are the people who gave away a public domain, belonging to the State of Texas, that was as wonderful as the public domain of the United States? Have not these men whom we have examined concerning their holdings simply followed an individualistic policy that the minority of people did follow, because a generation ago only the minority of people saw

the meaning of land in this generation? They have fortified their beliefs by the holdings which they now possess.

Now, instead of dealing as a State with the fundamental land policy we are trying to regulate the rent, which is a price paid for the use of the land. In that respect we are dealing with a superficial instead of a fundamental question of the whole business. Whenever you try, in as many cases as you can bring similar to Mr. Stewart's, to deal with the question of solving the problem of the tenant farmer, if you please, Mr. Chairman, by regulating rents in his case you will follow exactly the same policy that the scientist would follow if, in trying to breed a herd of cattle that had no horns, he would saw off the horns of the successive generations, instead of selecting the cattle which had the shortest horns in each succeeding generation. In other words, we are working with the top of the case and not with the bottom.

I base those remarks upon a statement like this, coming from Prof. Giddings, of Columbia University:

"Whenever a Commonwealth whose people are impoverished and burdened with mortgages and other debts is observed to appeal continually to its Government to enact laws of a socialistic nature, or to undertake industrial and commercial enterprises for the benefit of a suffering population, the first inquiry made should ascertain whether that Commonwealth is not really suffering from sociological poverty—from a certain incapacity or lack of enterprise to organize those very forms of voluntary associations by which, in other communities, great economic activities are successfully maintained."

Mr. Stewart, to my notion, by his testimony, uncovered the whole situation in showing that we are abundant, in the State of Texas, in sociological poverty. Sociological wealth can result only when you have a population that has been settled in a community long enough to have learned the business of acting as a unit in transacting the business of the community, and in transacting the business of a community as a unit a man gets the instruction of the physician, the preacher, and the merchant, and he gets instruction that he may keep accounts on the farm; finally, he gets the chance that he desires.

Now, Mr. Chairman, I have abundant material on the development of tenancy in Texas, and if you so desire I have two or three maps which I would like to present that will show you that not all over the State of Texas is the farm tenant growing. He is not growing with the rapidity that some of the witnesses might have supposed. I have just as much evidence on one side of the question as I have on the other. Perhaps some of the showings concerning the bad conditions of the tenant farmer from the standpoints I have put on my paper are just as bad as anything that has been presented. But there is another side to the question, and—

Chairman WALSH. I wish you would put that other side out and let us depend for the present at least on what has gone before. For instance, you put out the side, if you will, Professor, showing that tenancy is not on the increase, and then your conclusions in that respect.

Prof. AUSTIN. Beg pardon, but you have not quoted me quite right. It is on the increase, but not the same as we might be led to believe.

Chairman WALSH. That phase of it, then. What was the other point? Oh, yes; you said that you could cite cases quite as bad as those that had been given here, and that there was another side to that?

Prof. AUSTIN. Yes, sir.

Chairman WALSH. Now, then, will you kindly present that?

Prof. AUSTIN. If you will refer, while one of the maps goes up, which I shall ask my assistant to put up, if you will kindly refer to the point I have raised on "Rents and the bonus system." In my investigation, Mr. Chairman, I have gathered considerable information from different counties in the State as to where the bonus is paid and where it is not paid. What I shall give you is quoted from letters of farmers who have written to me; for obvious reasons in this connection I do not put in the name of the farmer, but I have the original material in my files in my office in Austin. Now, I have from Bell, Comanche, Denton, Fannin, Hill, Johnson, Mason, Tarrant, Lamar, Delta, Falls, Milam, and Navarro Counties examples of how the bonus is paid or whether it is paid or not.

I have also from Burleson, Eastland, Grimes, La Yaca, Milam, Navarro, Nueces, Red River, Rockwall, Titus, and Coryell Counties examples where the bonus is not paid, and it is an open question, Mr. Chairman, as to who started the bonus. I have not been able to determine in my investigations up to the present point who started the bonus. I will have to pursue my investigations

further, gathering together a number of cases before I will justify myself in concluding that either the landlord or the tenant originally started the bonus. I have information from the counties I have named on both sides of the question. [Witness refers to map which was put on wall.]

The increase and decrease in tenants—the black figures on each county show the increase in tenants in the period from 1900 to 1910; the red figures show the decrease in tenants from 1900 to 1910. Now, let us omit the first point for just a moment.

In the counties where the red figures are located there was an actual decrease in the number of tenants per county. In the counties where the black figures are located there was an actual increase in the number of tenants. Now, the counties that are tinted in addition to the figures show a decrease of all the farmers. The point has not been brought out that in the State of Texas, in a certain few of the counties—I can not name them offhand—the same as in the State of Iowa as a whole, between 1900 and 1910, there was a decrease in rural population.

I call your attention to the fact that this next map which I show you indicates the increase and decrease in farm owners. I can not draw you a definite conclusion, yes or no, because there is no "yes or no" answer to be given. The discussion of the situation is all that I can give in this case.

I do call your attention to the tenancy map again for just a moment. You will see that the figures on this map show, in each county, the percentage of farm tenants in 1910, and the shading on the map shows the same thing to bring it to the eye. The darker the county the heavier the percentage of tenancy; and the percentage of tenancy runs higher in the black-land belt of the State of Texas. In other words, where you see the white figures that is the black land. Mr. Holman did not bring that out in his talk. Now, there is a different character of soil here beyond [indicating] the "cross timber," and cotton is produced there the same as in this section of the country over here. The percentage of tenancy is higher where the most cotton is produced. I do not say that tenancy and cotton go together as the result and cause. They are partially cause and result. Another cause is that in the migration of our population from the older section of the State to the newer sections people have tried to crowd into the strip of black land where the farming is easiest. That is one of the causes.

Now, remembering that streak of high per centage of tenancy, I call your attention to the fact that down here [indicating] you have a few counties in which there is an actual decrease in the number of tenants for the decade from 1900 to 1910. At the same time, I call your attention also to the fact that in certain of these counties there was an actual decrease in the number of home owners. Certainly we have not arrived at the bottom of that yet. There is a relationship there which would bear weeks of investigation, that will show where the home owner is going and where the tenant is going at the same time. That is the reason why, Mr. Chairman, I said I could not give a "yes or no" answer, because it is too complicated with the variation of the figures.

Now, where are the farmers of Texas located? Well, they are there [indicating]. The cotton map and this, showing where the farmers are located, look so much alike—and this happens to be the cotton map. In other words, there is where our cotton is produced. One dot equals 200 bales of cotton. There is another map which shows you exactly the same thing, and, Mr. Chairman, while we are getting that I will explain that these are the original counties of Texas—37 counties down there—that came in when Texas was organized as a republic, and they began to organize their counties. The counties where tenancy is most intense to-day are in a contour of counties that were organized for the purpose of county government 10 to 15 years after Texas became a Republic, even after it entered the Union, in 1845, as a State. In other words, tenancy is not a question, again, of the long-time location of the land, but tenancy goes with a system of crowding into a place where farm labor is the easiest. I have ridden, Mr. Chairman, with State officials over certain sections of an east Texas county, where the pine trees are now growing as thick as they can stand and large enough for telegraph poles, and that official who was with me has told me that 30 years ago he chopped cotton on that same ground. We have, in the process of the movement of our population, "gone across," and we have not yet learned to work with this problem. I have poll-tax lists which show that in one or two of the counties there are men who have been in the county only a short time and in the State a little bit longer, and a great many of them came from the four corners of the earth.

Now, putting those maps side by side, there are the farmers of Texas. One dot equals 25 farmers. And this is the cotton of Texas, and it is a problem, one with the other. In other words, Mr. Chairman, I want to interpolate at this point that if we get down in my testimony to the question of rural credits, I shall tie rural credits and many of the problems of the tenant farmer directly up to that black land, one crop, store credit, and the chattel mortgage, because the chattel mortgage, the one crop, the movement of population, the whole business, Mr. Chairman, is directly unified into the tenant problem in the black lands of Texas. If you will go over the list of counties which have just been put into the record, and which I named, you will find that bonuses are being paid on some of the best land we have, because the people are bidding to get that land, or the landlord is asking a price to use that land. I don't know which. I have evidence on both sides of the question.

Over here [indicating], Mr. Chairman, the tenants increase in a 10-year period, in one county 409, if you please, and in another 1,114, and in another 1,006. What does that bear out? Exactly the testimony that the gentleman from Oklahoma just presented, that whenever they move into a new section—to use an old frontier phrase, "when they pick up and put into the new diggings"—they will go there as renters. You will find the great percentage of increase lies in the counties of Texas where the population is moving in and where there is some of the best land we have, which compares with the land of Iowa and Illinois, and that is not the land where the percentage of tenancy is decreasing.

Mr. Chairman, I have other evidence along this same line, if you care to take the time of the commission to hear it.

Chairman WALSH. It is very interesting. What is the condition which you might make further discussion upon?

Prof. AUSTIN. The question was already brought out, Mr. Chairman, or has been presented, as to the racial strife, as to the negro, as to whether he was in this question or not. I have some very interesting maps to show you where our Mexican population is and where the negro population is located and where the foreign-born whites are located.

Chairman WALSH. I wish you would give them to us.

Prof. AUSTIN. I can bring you some very interesting data on the fact that the foreign-born whites that are coming in here succeed in getting a home in one generation, and I have not been able to run into any considerable number of cases where help has come from the fatherland to justify my vanity for the native farmer. The foreign-born farmer seems to come in with nothing more than the native farmer and to beat him to a home. On the basis of my own field of investigation, I have not been able to find that they have received much help from the fatherland.

This is a map where one dot equals 10 negro farmers. Without stopping to discuss the details of the question, the Brazos bottom, the Colorado bottom, some of the Trinity bottom, and the Red River bottom have been negro countries.

There is not yet, on the basis of our investigation, a question of the negro in the black land, but within the past few years he is moving in; but he is not moving in with any startling rapidity.

I will show you counties in just a moment, Mr. Chairman, where the negro has increased in number, but not in any startling number. [Uses map showing the per cent of negro tenants of the total tenant farmers in 1910.] In other words, of all of the tenant farmers that we had in the county, 57.5 per cent in this county of Freestone, for example, were negroes; that is, over half of the tenant farmers were negroes. Out here you see in the western counties, where the negro is not moving in so rapidly, he does not cut much figure. When you get down in some of the older counties, along the Brazos, there is 74.6 per cent in 1910.

Now, where is the negro moving? [Uses another map.] From 1900 to 1910 this map shows, where there is a line around the county, that the ratio between the colored and the white remains about the same so far as the home owners and the tenants are concerned. Where the county is black there was a relative increase in the negro tenant farmers over the white farmers. Where the county is white, without any black line around it, as you see here [indicating], it shows there was a relative increase of white tenant farmers over the negro farmers. In other words, in the black lands of Texas and on the west side of the black lands—this should be borne in mind, Mr. Chairman, this is Dallas [indicating] and this Fort Worth and this Waxahachie right here, and then we come on down to Waco, and this is Austin down here [indicating].

Now, you see on the west of that line the negro and the white have increased on about the same ratio as to home-owning and tenant farming. On the east of that same line the negro has a slight tendency toward going into the black lands. It shows that he is moving and edging up to the problem. Now, the situation is that on the east side of the State the white tenant farmer is increasing faster than the colored tenant farmer.

Chairman WALSH. Have you any deduction that you could give us as to why the negro is coming into the black land?

Prof. AUSTIN. I would not be justified in generalizing on that point. The white tenant is moving out. I don't think that, in justice to the institution that I represent, I should say that the white farmer is moving out from under bad conditions, going into a new country and leaving the bad conditions for the negro farmer to move in, as the evidence—I have evidence that this is the case—that the white tenant farmer is actually moving out; but I have not a sufficient amount of evidence to justify me in declaring that this is the cause.

This map shows the foreign-born white farmers. All the men represented on that map were born outside of the United States.

Chairman WALSH. Does that include the Mexicans?

Prof. AUSTIN. Yes; it includes the foreign-born whites. The farmers and managers make up 58.4 per cent, and the tenants make up 41.6 per cent of all. You can see that the red here predominates over the black. [Using map.]

Chairman WALSH. Are not the Mexicans classified white; that is, come in with the foreign-born white?

Prof. AUSTIN. Yes.

Chairman WALSH. They are just included with the foreign-born whites?

Prof. AUSTIN. Yes.

Chairman WALSH. I had in mind, Doctor, what you said awhile ago. You know that you spoke of showing where the Mexicans were going.

Prof. AUSTIN. Yes; but I have not done that on this map.

Chairman WALSH. Very well. I don't want to interrupt you, Mr. Austin.

Prof. AUSTIN. I want to ask you, if you will, please remember the decrease of tenancy was marked on some of these counties right in here, and this shows you the location of our foreign-born farmers here [indicating].

Commissioner LENNON. You made the statement awhile ago in regard to the foreign-born farmers that in one generation they acquired farms. Do you care to assign any reason for that or have you—

Prof. AUSTIN. That is a question which I could answer only by saying that I have a number of cases of foreign-born farmers who have come into a certain section of Texas, and instead of biting off, so to speak, a great, big farm and trying to do something with more than they could handle they have devoted their attention to a smaller place and follow the policy of diversified farming. Except with the Mexican in our work, we found very few foreign names on the chattel-mortgage records. Occasionally he gets tied up, but he is very careful about pledging himself, and according our own investigation he is very careful also about the character of his expenditures. When he expends for something he must get a result, and it is not a credit system that he founds. He is not trained to a credit system such as that which is entrenched with us by imitation and custom—two social laws which are always operating, but which operate exceedingly strongly in this section of the world, to keep us in a vicious circle of farm credits.

Commissioner LENNON. I wonder if it was caused by intensive agricultural education of some character in the countries from which they came?

Prof. AUSTIN. It is quite likely. I have found, if I am permitted to remark, I have found by traveling through European countries from which these men came and then going into certain sections of the State where they are at work, I found there was a great many evidences of trying to transplant the intensive farming of Europe to the broad plains of Texas.

Chairman WALSH. With more or less success in cases?

Prof. AUSTIN. Yes; with more or less success.

The question was brought up here of the number of foreign whites who were or are owners and how many are tenants. The map I am going to show now shows the percentage of tenancy among foreign-born whites. In other words, the percentage of tenancy among foreign-born whites is greatest out here [indicating on map]. Of course in all of the counties where there are no figures those counties have less than 10 foreign-born white farmers.

Here is the percentage of tenancy [indicating on map]. For example, the percentage runs 9 and 9, 17 and 9, 21 and 7, 25 and 3. When you get here you have 43 and 4, 42 and 6, and no county, with the exception of Caldwell, which contains a large Mexican population—well, there is Hayes adjoining—in none of them do you find the percentage of tenancy is as high among foreign-born white farmers as in the State as a whole, which was 52.6 per cent in 1910.

As to the location of the Mexicans, the two counties having most are Caldwell County and Bexar County, in which San Antonio is located. One dot means 10 people. We have included the cities, and this shows you where the Mexican population is located. Here is where El Paso is located [indicating]. The Mexicans come across the river, and the greatest percentage of our Mexicans are along the Rio Grande River. There are two centers—one in Bexar County and one in the Rio Grande country. This is Austin [indicating]. From here [indicating on map] above the Mexicans cut no figure as farmers, because there are not enough of them. In those counties where the great irrigation projects are going on the Mexican is a laborer and not a tenant farmer.

Two weeks ago a man told me down here [indicating] that he told a certain Mexican on a Saturday afternoon that he wanted 150 men to go to work on an onion patch on Monday morning; and on Sunday the men began to move in, and when Monday morning came he had 150 Mexicans ready for the onion patch. They get 75 cents and \$1 a day and board themselves.

Chairman WALSH. How large an industry is that, the onion industry?

Prof. AUSTIN. I can not give you the acres, but it covers quite an extensive area.

Chairman WALSH. How many laborers, approximately, does it require during the season?

Prof. AUSTIN. That is so fluctuating that I can not give you that. They have one group of men that get the ground ready and they move out, and another group then comes in to set the onions in the beds, and then they move and another population will come in to gather the crop. It is a fluctuating population.

Chairman WALSH. Largely made up of Mexicans?

Prof. AUSTIN. Yes. They do not affect the tenant situation. Where the Austrians are located is exactly where you would expect to find them.

Chairman WALSH. At this point the commission will stand adjourned until 2 o'clock this afternoon.

Please resume the stand, Professor.

(At this time an adjournment was taken for the noon recess until 2 o'clock p. m., at which time the commission resumed its hearing and the following further proceedings were had:)

AFTER RECESS—2 P. M.

Chairman WALSH. We will proceed now; the house will be in order.

Prof. Austin, you will please resume the stand.

Prof. AUSTIN. If you desire, I have two more maps which I would like to show. I will mention the subject, and if you care for a little explanation, all right; if not, I shall pass on. What I have presented so far is from United States census material—based on Federal statistics. I have also my own individual investigation.

Chairman WALSH. Have you a chart on that?

Prof. AUSTIN. I have it in statistical form; not maps, but in tabular form. One of the maps on the wall shows the percentage of farm mortgages in Texas and the other is the number of acres per farm operator, by counties, in Texas.

Chairman WALSH. I believe that would be interesting. Please make that explanation orally.

Prof. AUSTIN. Both maps?

Chairman WALSH. Yes; both maps.

Prof. AUSTIN. I should like to say before I begin that one of the fundamentals to be dealt with in the State of Texas is the homestead law. Among other things, a homestead under the Texas homestead law is 200 acres of agricultural land. I don't want to assume any antagonistic attitude toward the homestead law. It is not quite safe yet to do so, because the Texas homestead law, made many years ago, when land was much cheaper than it is now, justified fixing

a homestead at 200 acres. The result has been that you could not mortgage an amount of agricultural land of less extent than that, and consequently the Texas homestead law has received a great deal of laudation, and there is a general belief—I do not believe that it is as general now as it has been—that the Texas homestead law is a great protection to the Texas farmer. Briefly, and in a nutshell, the character of the laudation that is paid to the Texas homestead law is entirely uncalled for.

Now, the map before you shows the percentage of farm mortgages in Texas in 1910. The map is misleading unless you remember that the western side of the State is the thinly peopled section of the State, and therefore when you say that 100 per cent of the farms are mortgaged in some of those counties you must remember that in those counties perhaps the average number of acres of farm land per farm operator is over 21,000 acres. In other words, there may be only 4 or 6 or 12 farms in those counties, but every one of them has a mortgage on it.

When you come back to the great section of the tenant situation, then you have more farms, and the percentage runs from 31 to 40, 35, 34, and 40, somewhat less than one for every two farms—one in every two farms mortgaged. In the State at large at the time these figures were compiled, we had but one in three farms mortgaged, but the peculiar thing is that in this State the vendor's lien note has entirely removed in hundreds and perhaps thousands of cases the protection that is given by the homestead law, because you can sell to a man any sized piece of land; he pays you part cash, and gives you a vendor's lien for the rest of it, regardless of whether it is above 200 acres or below it; he holds it and it goes beyond the homestead law. That thing has not broken into the social conscience of the people of the State of Texas, and when it does we will demand something in the way of a scientific study of what the Texas homestead really means, because where you do not have mortgages you have the vendor's lien notes acting as an incumbrance against the property.

Chairman WALSH. When we are dealing now, in your statement, with the question of mortgages, does that deal with and include the vendor's lien notes?

Prof. AUSTIN. I do not understand your question, Mr. Chairman.

Chairman WALSH. When you speak of lands being incumbered, do you include the vendor's liens as well as the ordinary deeds of trust or mortgages?

Prof. AUSTIN. Yes, sir. Without going into the detail of the matter, I should like to have a note made in the record, calling the attention of the commission to Bulletin No. 335, published by my own division, beginning on page 76, entitled, "Farm loans in Texas," because on page 81 you will see that apparently we had every farm mortgaged it was possible to mortgage, except 19,000; in other words, vendors' liens so overlap with the mortgages that the homestead law does not protect. At the same time, mind you, it does shut out a great deal of loaning to people on farms of less than 200 acres, because the people still owe part of the purchase price.

(The bulletin referred to above, entitled "Cooperation in agriculture, marketing, and rural credit," by Charles B. Austin and George S. Wehrwein, published by the University of Texas, August 25, 1914, was submitted in printed form.)

Since the morning session, I have had a word with G. W. Simon, agent of the Jewish Agricultural and Industrial Aid Society, who can explain to you when he comes on the stand that when the Jewish people attempted to buy a tract of land of 5,000 acres, near Houston, for cooperative work by his people, the homestead law did not apply to that, but that as soon as through cooperative effort they tried to make farms of from 40 to 60 acres out of it, and the people who went on those 40 or 60 acres of land, those farms became homesteads, and some of their people were tied because they could not go ahead and develop their 40 or 60 acres because of the homestead provision.

The number of acres per farm operator [using map], the average number of acres of land to each one operating a farm, shows you that the great sections of the State, the great farms, so to speak, are out here [indicating on map]. I do not mean to say that every farmer in Borden County has 1,000 acres of land. Maybe some of them have only 100 acres, but there are some of 5,000 and 10,000 acres, and there is a sufficient amount of what the Federal census calls farm land to make that the number of acres per farm operator.

Chairman WALSH. What is the lowest?

Prof. AUSTIN. The lowest county average, do you mean, Mr. Chairman?

Chairman WALSH. Yes.

Prof. AUSTIN. I can not answer your question. Apparently the lowest I see is in Galveston County, which is 82 acres; that is the average per farm operator.

In East Texas you have slightly smaller farms than you have in the black-land belt. But to go back to the testimony that has been presented, like that that was presented by the gentleman from Waxahachie, who owns one of the big places, perhaps 3,500 acres, you can see, however, that even in his case and for Ellis County the average number of acres per farmer, operating farmer, is 303 acres. If you get over where the tenant situation is not acute at all the number of acres is much greater.

Now, for example, down in Aransas County and in Tarrant County you have 990 acres and 264 acres, respectively. This county was the only one there [indicating] where the tenant situation is not near what it is in these sections up here [indicating] and you get larger farms. I think, perhaps, Mr. Chairman, unless there is a question on either one of those two, I shall pass on to another section of the work.

Chairman WALSH. You may pass on.

Prof. AUSTIN. Taking up the second point, I shall present it in a very, very brief way—the personal property of the tenant. In my studies of the tenant question, Mr. Chairman, I have dealt with the personal property of the tenant because we have, in the State of Texas, now arrived at the place where a man can not undertake the obligation of becoming a home owner unless he has laid up a sufficient amount of personal property to justify him in paying in a certain fraction of the purchase price. If he does not have personal property out of which to make the original payment on his farm then he is not justified in buying that kind of land. As was presented yesterday, or day before, by Mr. Stewart, railroad land has been sold at the price that he mentioned, \$6. Col. Kirkpatrick, who sat at this table, has ridden in this country, where we are now situated to-day, when the land could have been bought at the same price, in certain cases even lower. A generation or two generations ago the farmer in Texas with only \$100 or \$150 could buy a home and pay a large part of the purchase price, I mean a large fraction, as an original payment. At the present time with the increase in the price of real estate he can not purchase unless he has a great amount of personal property from which to make the original payment. He must have gathered around him horses, mules, cattle, crops, hogs, chickens, or something that can be turned into cash to make the original payment. Therefore, I have examined the question of what personal property the tenant has, according to the renditions in a great many counties. I say a great many, I should say perhaps 10 counties. This evidence will build upon the evidence that was presented by Prof. Leonard yesterday, for Ellis County.

Take for example, to be very brief, Robertson County, which is a county with a large negro population, if you please, and the average number of acres per farm owner is 278; following through my story, 15 per cent farm mortgages up there in 1910.

In Robertson County, taking 117 cases of tenant farmers, estimating the amount of property, I mean ascertaining the amount of property that they rendered for taxation in 1913, you have this kind of a case: One hundred and seventeen men, different men who do not render for taxation any real estate or any city property; horses and mules, 324; cattle, 314; hogs, 320; dogs, 5; vehicles, 149; no implements; no cash; no miscellaneous property.

To analyze the cattle situation, 18 farmers render nothing at all, 20 farmers rendered 1 each, 36 farmers rendered 2 each, 12 rendered 3 each, and 14 rendered 4 each. As the number of cattle rendered increased the number of farmers rapidly decreased.

With regard to the number of horses and mules, 111 farmers out of 117 rendered 1 each, 52 farmers rendered 2 each, 21 farmers rendered 3 each, 25 farmers rendered 4 each, and so on. As the number who rendered increased the number of farmers rapidly decreased.

With regard to the hogs, 20 farmers out of 117 rendered none at all, 13 rendered 1 each, 27 rendered 2 each, 23 rendered 3 each, and 13 rendered 4 each.

And I have a similar story in 103 cases from Brown County. I have a similar story for Matagorda County, which is down on the Gulf coast.

The evidence accumulates for Fort Bend County, for instance. In Fort Bend County, out of 108 cases, 498 horses and mules, 322 cattle, 10 hogs, 6 dogs, 144

vehicles, no implements, no cash, no miscellaneous property, 60 head of sheep. Out of 100 cases given above for that county I have checked up a special school tax that was being paid in 72 cases. The rate of tax varied from nothing up to the limit of 50 cents. The total amount of special school tax being paid by the 72 men was \$52.34, or an average of a little less than 73 cents per man.

We stand thirty-eighth in education in the State of Texas, according to some 1910 figures.

In stating facts, like those stated in the last paragraph as well as the facts stated in the preceding tables, I do not mean, in any sense of the word, to reflect upon the tenant farmer. The weaknesses of the personal property tax are so well known that we need not stop to discuss them here. It is quite likely that there are hundreds of city men who pay no more special tax than that noted above. But that is not the question I desire to raise, on this personal-property question. My point is, that I want to show that the amount of personal property which is possessed by the average tenant farmer is not sufficient to warrant a healthy social and economic condition. By statements, like those of my last paragraph, I hope to show that were the majority of the people of a rural community are tenants and possess no more than we have put down in these pages, it will be necessary for everything in the way of good roads, good schools, and other institutions supported by the State to come from a tax upon land alone. This fact is worthy of consideration from two points of view. First, the big farm of the future will be the farm with the greatest amount of capital upon it rather than the farm with the greatest area. Second, as a general rule, the greatest interest in upbuilding community institutions can be had only by having something invested in them by a majority of the people of the community.

If there are any questions on the matter of personal property I shall be very glad to answer them.

The question has been frequently raised, where does the tenant get credit, where does he get capital? I have some memoranda here, Mr. Chairman, of sources of credit and capital for the tenant farmer.

The first is the case of a mercantile company which had placed on the chattel-mortgage record in one year 254 loans, or perhaps a better word is advances, for these chattel mortgages represent, in a majority of cases, the amounts for which farmers have contracted with the store in the business of making their crops and paying running expenses. It must be understood that such a company deals in general merchandise and is able to furnish a farmer with practically everything that he needs in his business. The sum total of the 254 mortgages is \$18,292, which is an average of \$72.02 per mortgage. The following table will show the way in which these mortgages may be grouped:

Amount.	Number of mortgages.	Amount.	Number of mortgages.
\$0 to \$49.....	102	\$200 to \$249.....	9
\$50 to \$99.....	100	\$250 to \$299.....	2
\$100 to \$149.....	26	\$300 to \$349.....	4
\$150 to \$199.....	10	\$400 to \$449.....	1

Attention is called to the fact that nearly 80 per cent of these loans are for less than \$100.

The second case represents mortgages recorded by a national bank. There are 47 mortgages of an average value of \$221.47. The total amount being \$10,409.13. The following table shows how these loans may be grouped:

Amount.	Number of mortgages.	Amount.	Number of mortgages.
\$0 to \$49.....	3	\$350 to \$399.....	1
\$50 to \$99.....	9	\$400 to \$449.....	1
\$100 to \$149.....	11	\$450 to \$499.....	1
\$150 to \$199.....	8	\$500 to \$549.....	1
\$200 to \$249.....	3	\$600 to \$649.....	1
\$250 to \$299.....	2	\$650 to \$699.....	1
\$300 to \$349.....	4	Over \$1,000.....	1

The next case is that of a merchant, there being a record of 39 mortgages with a total of \$5,066.80, the average being \$129.92. The following table will show the grouping of these loans:

Amount.	Number of mortgages.	Amount.	Number of mortgages.
\$0 to \$49.....	10	\$200 to \$249.....	4
\$50 to \$99.....	7	\$250 to \$299.....	1
\$100 to \$149.....	10	\$300 to \$349.....	2
\$150 to \$199.....	4	\$600 to \$649.....	1

These three cases are all taken from the same record, and, as might be expected, they show that the majority of loans made by the bank are somewhat higher than the majority made by the merchant. This is also true for the average mortgages as may be seen by comparing the three averages. It is also true for the average chattel mortgage from the bank.

I have considerable information along that same line. The merchant takes a great many of the chattel mortgages. I shall represent that case and perhaps I might as well do it right now as at any time. I have a chattel mortgage case here for Fort Bend County. Fort Bend County is down on the Gulf coast; 323 acres is the average number of acres per farm operated in the county. This is the chattel-mortgage record [exhibits chart], Mr. Chairman; it represents about 1,700 cases taken from the record. Chattel mortgages are given each month, January, February, March, and so on. In other words, the farmer goes to the merchant in January each year and begins life all over again on the one-crop system, and then he makes loans each successive month until we get down here to July and August, and then in order to "crop out," as Prof. Leonard said yesterday, the chattel mortgages begin to go up a little bit higher and you see in November and December the mortgages are given in many cases, so that if the 1913 record, those chattel mortgages are due in 1914, or if this is the 1914 record they represent mortgages on the 1915 crop. I may say concerning when these mortgages come due, January and February, that they do not come due in January and February, because the cotton farmers haven't cotton to sell; they haven't a single thing to dispose of in those months. I have shown the personal-property record. When the cotton-picking season comes in September and October and November then everybody is clamoring at this cotton farmer and everybody is interested in him right then. They want to know how much he has on and what he is going to do with it.

Commissioner LEXSON. Did you ascertain in any one county the proportion of tenant farmers who cleared their mortgages once a year?

Prof. AUSTIN. I am glad you asked that question. There is no reliable way to find that out, because it cost 25 cents to put the mortgage on the record, and the mortgagee having paid the fee to get it on, he leaves it to the mortgagor to get it off, and on account of lax methods of doing business the mortgagor does not take it off.

I want to show you cumulative evidence, Mr. Chairman, from three counties. There they are [exhibits charts] showing the curve runs down like that in every case. Those are all chattel-mortgage records for three different counties. There is Medina County, Brown County, and Fort Bend County.

Chairman WALSH. Just a moment. That is a chart of which you have a copy we may have?

Prof. AUSTIN. Yes, sir. Here is Brown County [using map], here is Fort Bend County, and here is Medina County, three different sections, but where the farmer depends on a one-crop system, Mr. Chairman, he is tied in economic bondage, so far as the chattel-mortgage record is concerned.

With the personal-property record I have indicated that there is but one solution for the man's case. It is not a question of the landlord; it is the question of the accumulation of personal property by the farmer, sufficient to justify him in buying a farm from land that is for sale in the State of Texas. The banks do this kind of business. Some of these are mercantile loans—some are bank loans. One bank record is for 413 loans, and it is seen that 85.1 per cent of them are for less than \$250 each.

I should like to take just one case only, out of several counties, and I should like to indicate what the property is which is put on the books in the way of taking care of this total amount of value. I shall select one of the counties

that I have already named, perhaps. Well, I have a case here, a county that we took; 90 cases down in Medina County, and there we found in connection with these 90 mortgages the following property: Fifteen head of cattle, 93 head of horses, 118 head of mules, 34 wagons, 6 buggies and hacks, 24 plows and stocks, 5 harrows and 1 disk, 8 planters, 20 cultivators, 9 sets of harness, 1 rake, and 1 mower. In 36 cases all or a part of the cotton was mortgaged, in 35 cases all or a part of the corn was mortgaged, and in 24 cases all or a part of the oats was mortgaged.

Mr. Chairman, it is my opinion that the chattel-mortgage business as a system of rural credits is ingrained into our nature through the action of custom and imitation. It is something that is handed down to us, and we have been in the habit of doing this thing and depending on one crop, and the result is we do just what has been done heretofore, and instead of loosening ourselves from this sort of bondage with diversification and planning to live at home we depend upon the same old system.

You might be interested in knowing how some of these mortgages are worded. Take for example, I have a case here of a mortgage in January of \$140 for eight months, secured by 1 horse, 40 acres of corn, 4 acres of cane, 60 acres of cotton, 2 planters, 1 cultivator, and 1 plow, to cover the mortgage of \$140. I have, of course, in the pages I am turning over, a great number of cases of exactly that kind. How many chattel mortgages there were I do not know.

We have exactly the same situation when it comes to our cattle production, Mr. Chairman. A few months ago I started to trace the development of our cattle industry, because the success of farm life is so closely tied up with it. Cattle and the success of agriculture are so closely connected with the making of a living at home that it is very well worth while to know where we are going in this matter. I took a unit of 5,000 cattle to see whether we were increasing in number over the 5,000 in certain counties or decreasing, and I was surprised to find our cattle production decreasing over and over. The fact is, in many counties the decrease over the 5,000 head per county was so great that I soon had to raise my unit.

Now, as to this one thing, which goes to make successful farm life and the accumulation of property, because the accumulation of capital by the tenant farmer can best come about through the production of live stock, I have made a record of one county here which shows 27 mortgages on cattle, and they cover 10,431 head, with more than \$380,000 tied up. Out of 87 cases, 2 were payable in installments; in 1 case no time was given; 1 case was payable in 1 and 3 months; average time of the other 83 cases was 4.8 months. The average loan per head in the 87 cases was \$29.56. That is, this indicates a trading of herds. It indicates feeding of cattle, but it does not indicate breeding of cattle. It does not indicate that the general farmer is engaged in the business of supplementing his crop by raising live stock, which means the accumulation of personal property sufficient to justify him in making his first payment if he wants to purchase a home.

I gave some evidence I had that was material upon the bonus system, as to where it is paid, and where it was not paid. If you care, Mr. Chairman, I will give you some specific cases.

Chairman WALSH. I wish you would.

Prof. ARSTIN. I have here Bell County, which, according to Gov. Ferguson, is the best county in the State of Texas, and I have here a case of 160 acres, where 100 acres is in cultivation, and it is rented for one-third and one-fourth, with a bonus of \$50. Case 2 is adjoining case 1 on the north, 100-acre farm, 90 acres in cultivation, rented for one-third and one-fourth, a bonus of \$500; house rent in advance.

Adjoining that case on the west is a 100-acre farm, the 100 acres in cultivation, rented for one-third and one-fourth, and a bonus in the form of buying a team of horses at \$100 more than the market price, or more than they were worth. [Reading from farmer's letter.] Down in Comanche County the landlords take a bonus in various ways. Just at the present people have left here until there are not enough left to till the soil in the right way. The money bonus at the present time, I do not know of. Last year there were lots of them paying from 50 cents to \$1 an acre and living in the worst kind of houses."

Another example, referring to the case—is a case in another of these counties which I named [reading]: "One rents on a third and fourth and this year requires a bonus of \$1 per bale, but requires tenants to plant a greater acreage of feed crop. The first instance affects five families. The other, six

or eight families. These are the only instances that I know of that require more than the regular third and fourth rents." That is Tarrant County, and it is the testimony of the farmer himself.

There are some cases where they refuse to rent without the paying of a bonus. This presents another side of the question, and that is, a man says the landlord requires him to make a certain kind of improvement before he will rent the place, which immediately points to the weakness of the agricultural rent contracts that exist in Texas at the present time. Ninety per cent, as stated by witnesses here, of all contracts are verbal and not written. In addition to that, there is a great per cent estimated for all the State at 50 per cent, where the contract stands for one year only, there must be introduced into our agricultural life a different kind of rent contract before you can expect the tenant to reasonable put any improvements on land that he has under cultivation. Few tenants are going to even attempt to nail a board on a house, to say nothing of putting fertility into the soil that he will get the good of for the next two or three years. No tenant is going to do anything of that kind until the landlord, on his part, has told him that he can have that place for a certain number of years.

On the other hand, no landlord is going to build certain kinds of improvements for a tenant until that tenant has put up something to show the landlord that he will stay on the job more than one or two years. You have there, as I said in the beginning of my testimony, two sides to a great question, and there is as much to be said on the one side as to be said on the other. The whole thing is fundamentally a mistake, to have the kind of rental contract that we have in existence in Texas to-day.

A great deal has been said about the tenant not being able to buy a home.

Chairman WALSH. Professor, if you can do it logically, I wish you would address yourself to that; that is, to the typical landowners you have met who were formerly tenants and are now landowners, and who could be said to be the best type of that sort, that did become landowners through their own efforts of themselves and their families on rented property.

Prof. AUSTIN. I shall read from my manuscript, if you will give me permission. [Reading]:

"On the opposite page will be found a table setting forth certain pertinent facts gathered from 16 landowners who were once tenants. The amount of information which could be found along this line would be limited only by the number of cases found in the State. We have gathered considerable data of this kind, but it serves our purpose at this time to discuss in a brief way these 16 cases, all from the same county."

Chairman WALSH. What county is that?

Prof. AUSTIN. That is from Hood County.

Chairman WALSH. What sort of a county is that, generally; tell us, please?

Prof. AUSTIN. Well, sir, I have not gone over that—

Chairman WALSH (interrupting). What is the number of farms there?

Prof. AUSTIN. Two hundred and seventy-four acres is the average; and it is not the typical black land, a great deal of it is sandy loam.

Chairman WALSH. What showing do you have in the mortgage way?

Prof. AUSTIN. Thirty-five per cent.

Chairman WALSH. That is a typical one, then—a third, I believe you said?

Prof. AUSTIN. Yes; so far as mortgages are concerned, that will run about typical. The man in the first case raised both cattle and hogs while a renter and nearly always had a few to sell. Sometimes he used his live stock as chattle to secure credit. His personal opinion is that too many tenants depend almost entirely upon the merchant for everything, and as they raise so little at home their living is quite expensive. His observation is, that renters and landlords do not get together often to discuss questions of mutual interest. One result is that the tenants take little interest in the farms upon which they lived. In his community a lack of both honesty and industry has caused considerable moving from farm to farm. At moving time many tenants dispose of their stock, and in this way they are prevented from accumulating any considerable amount of property in this form. On the other hand, there are some landlords who they do not like for renters to have live stock, as it creates additional expense and trouble.

In the second case the accumulation of property is attributed to trading of mules and other live stock. During the second year as a renter, which was the first on the third and fourth basis, this man cleared \$750. The next year this

was raised to \$1,000. Books were kept and all expenses itemized. The year that the thousand dollars was made, 33 bales of cotton were produced with an expenditure of only \$20 for hired labor. The cotton was sold for 10 cents a pound. There has been little money borrowed from the bank, and the man says he has never given a mortgage in his life. A few yearlings have been sold each year and all meat supplies have been raised. At the time the place was purchased, \$2,000 could have been paid down, but \$600 were kept in reserve for the purpose of making improvements. During the past four or five years there has been nothing paid on the purchase because of the low price of cotton this year and short crops, due to the dry weather the other years. However, a good living has been made each year, and the interest payments have been kept up on the amount yet due on the farm. No serious misfortune has ever occurred. The policy has been to raise as much of the living as possible at home. His personal opinion is that if he had taken the \$2,000 which he originally had and continued to trade in live stock that he would have made more money than he has from the farm. He thinks that he could have leased pasture at a greater profit. His comment is, that now he has his money tied up where he can do nothing else than go to the bank for credit and keep up his large rate of interest.

Chairman WALSH. Just a moment. How many were in the family there?

Prof. AUSTIN. There were two children. That man is 43 years of age, and has two children, and he has been in the county all his life, seven years as tenant, and occupied only two farms, one for four years and one for three years. He purchased the farm in 1906, paying \$30 an acre for 112 acres, the first payment being \$1,400, subsequent payments \$850, and the amount now due \$1,110 and the present value per acre \$55. He pays 10 per cent interest on his land notes, and he has always raised live stock.

Chairman WALSH. Give the ages and sex of the children.

Prof. AUSTIN. I can not give that.

In case No. 3, where the man has been in the county eight years, the personal testimony is that when he first came to the county he cleared land for 75 cents a day. As he says, he always works six days in the week, and from sun to sun, too. There are no boys in the family. Many different kinds of crops have been grown, and a policy of diversification is followed.

Chairman WALSH. How many girls in the family?

Prof. AUSTIN. I don't know the sex of the children. Oh, in this third case, two girls. I don't know the sex of the children in the second case. In case No. 6, the first year the man was in the county he chopped cordwood for a living. That year he lived in a tent. The next year he rented as a share-cropper. The next year he went to a better place and began renting on the third and fourth rents. He rented in this way until he bought his place. He has done little credit business until this year, and has been very careful in handling his money matters. He diversifies by supplementing cotton with peanuts, corn, and other crops. He has the reputation in the community as a very hard worker. No family misfortunes have interfered.

The man in case 7 has raised his own feed all of the time, except one year, and that year was the only year in which he did not clear some profit. He never borrowed any money until he bought his place. He never gave a mortgage to a merchant. He believes that he has been able to make money because he diversified and received relatively high prices for his products. When a tenant he had two good teams and plenty of tools, but he lived in a very poor box house. He lived on one place in Dallas County—that is, this county—six years. The average size of the farm he rented was 80 acres. Books were kept while he was a renter on one farm for six years, and he knows that he paid \$2,100 rent. He left this place because another man offered the woman who owned it a cash rent. The woman had not asked for this kind of rent, and the man who made the offer and took the place was not able to meet his promise, and she had to change the rent back to the third and fourth basis.

Mr. Chairman, shall I read more of those same cases?

Chairman WALSH. Well, unless you have some one that stands out in some way or is more significant than these. Now, you may state again, how did you gather them, please, Doctor?

Prof. AUSTIN. Those were gathered by a man just going into the field.

Chairman WALSH. You could have gotten a very great number more, I suppose?

Prof. AUSTIN. I have only 125 typewritten pages of evidence, Mr. Chairman, because we have not had time to gather any more.

Chairman WALSH. I see; but you were not picking out specially selected ones?

Prof. AUSTIN. No, no; I have many of them. I have tenants who are still tenants just going before that. You asked me for landlords who had formerly been tenants. I have some tenants who are still tenants.

Chairman WALSH. Yes, I see; but who have been successful tenants and have accumulated property in their farming.

Prof. AUSTIN. And bought farms.

Chairman WALSH. Now, have you some who have been successful as tenants, but are not landowners—who have accumulated property perhaps in other forms, cattle, for instance.

Prof. AUSTIN. Yes; quite a number of them. I can answer that question by saying that we have the evidence of men who have enough property to purchase a farm and pay a good, big, original payment, but who prefer not to do so. In some of these eastern counties, where tenancy is greatest, and some of the men own farms in other sections of the State, who are renting on this and. If you will pardon a personal reference, I own a farm in Robertson County, and I have a tenant on my farm who owns more land than he is farming for me down in another section of the county.

Chairman WALSH. And he has rented that himself?

Prof. AUSTIN. No; he is using it as a pasture and making enough on our place to go ahead with the permanent improvements on his own land.

In the case of the tenants I have just mentioned, the cases of the men who bought, the longest period of tenancy was 12 years, and the average for the 6 cases slightly less than 6 years. The commission may be interested in one of these items. One man was a tenant 1 year before he bought; two men, 2 years; four men, 3 years; one man, 4 years; and three men rented 5 years before they purchased; and one man rented 6 years, one man 7 years, one man 11 years, and two rented 12 years. Those are all the 16 cases.

Now, as to the year in which these farms were purchased, two bought in 899, one in 1900, two in 1905, one in 1906, one in 1907, two in 1909, two in 1910, four in 1912, one in 1914. They have been purchasing right along. I should like to have the privilege of comparing 13 or 14 renters who are still renters with the 16 men who were formerly renters and who are now landowners, landlords themselves. These men have not all paid out. Several of them still owe part on the purchase price, but they are paying. The average age of the owners is 42 years, and of the renters 43 years. Average number of children, 3 per family, among owners; and 5, renters. Years a tenant, owners 16, renters 14. Farms occupied, owners 2, renters 5. Years on each farm 2.8 for the owners and for the renters 2.8. Live stock raised, owners 93 per cent yes, renters 100 per cent no. Diversification, owners 80 per cent yes, renters, 75 per cent no. Kind of credit, owners 20 per cent, with merchants and banks; renters 82 per cent, with merchants and banks. Those are all for one county. I am sorry I haven't every one of the 417,000 cases in the State, because then we could, from them, deduce for the whole State.

The question has been asked, Mr. Chairman, the question of the effect of tenancy on the public schools. We have, through our division of public-school improvement and our department of extension, gathered considerable data on the rural schools, and the men in that division have accumulated something concerning the effect of tenancy upon public schools, and I wish to say that we have a field for education in that respect. I have been in some of the counties over there [indicating]—I do not mention names—but some of the cut-over sections, where 60 per cent of the land is owned by men who live outside of the county—lumber companies. The people in that county wanted a brick schoolhouse; some of them did, but the majority of them did not, because it would increase their taxes; regardless of the fact that the people by whom most of the tax would have to be paid lived outside of the county, and the men who would have been affected less by the tax were exactly the men who had never investigated the question of education or how much it would cost them to build that brick schoolhouse. They thus shut themselves out of that opportunity and the chance of having teachers to enlighten their children and has diminished the chances for their children to become home owners.

One case comes to my mind now where the moving of tenants from place to place has so diminished the attendance at the schoolhouse that it has been almost necessary to inaugurate a new system of education after the moving time was over. I can not locate the exact place now. In one school, after the moving season was over, there were just two children in that rural school

who had been there before the moving season came; most of them had moved away. Some others had moved in, and perhaps the enrollment had not decreased, but that teacher had to become acquainted with all of those new pupils, and it was then in the middle of the year, and the teacher had to begin practically all over again. The new ones came from a half a dozen different neighborhoods, and the teacher had to amalgamate them into a new system and had just a few weeks before the close of the school term in which to do that. Where you have a large proportion of migratory tenants, who move from community to community, that is one of the hardest questions we have to meet. It is absolutely appalling the amount of work some of the country teachers have to do to hold the school system together when they have that sort of thing to contend with.

I was asked if I could suggest some constructive program, and I would be glad to have you to ask me any questions on any point that I have passed over. I do not want to take up too much of your time.

Chairman WALSH. You may go to the constructive suggestions. I was going to ask you this: In your opening statements, as I gathered it, you stated that these things that you have been talking of so far might be called symptomatic?

Prof. AUSTIN. Not all of them; but some of them.

Chairman WALSH. But in the main, I think you so stated. Now, from your experience, your practical experience and your experience as an educator and investigator, I wish you would state, in as few words as you can, what the fundamental questions are underlying this whole situation, not as applied to the State of Texas alone, but as to any other State or farming community.

Prof. AUSTIN. Since we believe that the growth in farm tenancy is not the result of any one cause, it follows that we believe also that there are several ways or agencies which may be used to retard the increase in the number of tenant farmers and to solve many of the perplexing problems which now confront us.

In the first place, we have made a beginning in compulsory education, and from this time on there should be a constructive program along educational lines. After a brief time it will be seen where our law is weak or where it could be modified to advantage, and this can easily be done. There are several things to be gained by taking the children out of farm work when they should be in the schoolhouses and placing them where they belong. There will, no doubt, be a slight readjustment of the labor supply in doing a great deal of the farm work, and especially along the line of the farm work in which children have been large factors. If there are those who would depend upon the labor of their children, compulsory education will protect such children, and it will be necessary to substitute adult labor for the work which they have done.

At least, Mr. Chairman, the family that is growing up will not come here on the stand and give us the kind of testimony we have heard here before this commission and then not realize the seriousness of the social situation, as that mother and father stated so pathetically yesterday, that they were satisfied with their condition. At least we will open the eyes of the family to the question of compulsory education and show that the fathers and mothers have both disregarded a certain responsibility which they should assume.

Chairman WALSH. Did they disregard it, or were they unaware of it?

Prof. AUSTIN. You have stated it better than I have, Mr. Chairman. It is the same as the questions of immorality and humorality.

Chairman WALSH. Is not their ideal good, and do they not teach it, and is it not fundamentally correct that their life is a happy and honorable one?

Prof. AUSTIN. Yes.

Chairman WALSH. So they are going on what you might call their instincts?

Prof. AUSTIN. Yes.

Chairman WALSH. He is disregarding what we all hope to be a temporary condition and acting on his fundamental instincts that it is the right life to live, and one of usefulness and happiness?

Prof. AUSTIN. I agree with you, Mr. Chairman, thoroughly, and he is absolutely powerless to put himself in harmony with that life; he is absolutely powerless to put his children in harmony with that life, to the extent that they will be efficient factors in that life when they become adults. [Continues reading:]

Thus we see that a great amount of our agricultural production will be lifted like a burden from the shoulders of the children. In the second place, compulsory education will make it possible for all rural children to gain the elements of an education, and from education must come the business management which will be necessary on the farms of the future. It is quite true that a

lack of education has thrown many men into the renter class, and because of a lack of business ability they are unable to so manage affairs as to become home owners, and we have abundant evidence of it.

A piece of constructive work can be done by the establishment of rural agricultural high schools, in which the right kind of farming will be taught and courses may be given showing the reasons for farm tenancy in other States and countries. In this way the farmers of the future may be warned against the forces which have placed some of their fathers in the renter class. When men and women are trained for farm life there will be less likelihood of competition from untrained people who enter farm life simply because they are not prepared to do anything else. A little reflection on the relation between compulsory education and farm life will show how training is sure to raise the standard of living of rural people, and when the standard of living is raised the time will have arrived when not even the smallest fraction of the people will put a premium on a renter who has a large family.

The State of Texas needs a system of registration of land titles, and we have not touched on that yet, and a revision of many things connected with our surveys and the transference of deeds, and we have not touched on that. This will put into real estate affairs an element of surety which is much needed.

The time is ripe for a careful consideration of some kind of graduated land tax, not by a legislature, but by scientific study and laws which will prevent certain types of speculation in real estate. We do not make a dogmatic assertion on this point, but conditions are such that we may well question how much land one man should own, and particularly so if that man is not making use of the major portion of his holdings or resides in some section of the country removed from the location of the land.

Closely connected with the study of this kind of a tax should go an official investigation into the uses and abuses of our homestead law. We have pursued our studies far enough to convince us that much of the laudation of this law is unjustified. The homestead law does not protect in the way that a great many people seem to think. The general use of the vendor's lien notes has taken away much of the beauty which the homestead law is supposed to possess. If the general public will study the facts as we have stated them in some of our former work, we are quite sure that they will see as much to be gained by a modification of the law as they have heretofore believed the law affords them.

In the past we may have greatly limited the amount of investment of capital in Texas by outsiders through the attitude which we have adopted in our corporation laws. However, even if this is true, we can create our own capital and our own funds, which can be invested if the right kind of constructive farming and industry will be followed. There must be a certain amount of capital for investment purposes before the interest rates in our State tend to become lowered.

Diversified farming will do more than anything else to lower the interest rates which the Texas farmer must pay on both personal and real estate loans. Diversified farming is closely connected with the accumulation of personal property and working capital and will result largely from the kind of schools and education suggested above.

We believe, and I use the "we" editorially here. Mr. Wehrwein is responsible for the work that went on the maps, which work he did with characteristic German thoroughness. But I take the responsibility for the manuscript work.

We believe that there should be established under State supervision a bureau of exchange for the use of all landowners and farm laborers, the work of this bureau to be similar to the labor exchanges established in some of our larger cities, where every effort is made to keep the job and the man together and prevent as much unemployment as possible. A bureau of this kind for the farmer would fill a large field of usefulness. It would have saved that man Stewart 150 miles of walking if he was capable of intelligently farming land. Among other things, it would give the landlord a larger choice of tenants and the tenant a larger choice of landlords. It would also keep all farmers who expected to become home owners in touch with the possibilities in the different sections of the State and would tend to equalize the demand for and the supply of tenants and farms to be rented.

Pardon a digression for a moment. I went from the black-land section a year ago over to east Texas to find a prosperous man over there, when the tenants were talking about the price of land being \$50 or \$60 or \$70 an acre in the black land. I found a prosperous man who had bought 100 acres of

cut-over land at \$3 an acre. I sat down at his table with him and had a diversified dinner consisting of home-grown peaches, yellow sweet potatoes, cabbage, and pork. He gave every evidence of being a prosperous man. Now, I doubt whether even a small fraction of the tenants in this black-land section knew that at that time one of those land companies was offering two sections or more of land in one body, and were willing to sell it on 25 and 30 years time, I think, at \$6 an acre. A clearing house such as I suggested, Mr. Chairman, would get the people of Texas acquainted with each other; it would get the landlords and the tenants acquainted; and it would save a great deal of shoe leather for the men who are trying to find farms.

The cooperative movement is growing, and assisted by some of the things that have been suggested above, the time would not be far in the future when we could expect business organizations, rural credit associations, and similar agencies to be successfully operated by farmers in the average community, and to be run for the benefit of both the landlords and the tenants.

Commissioner LENNON. Is that cooperation both for the buying and selling part of the business?

Prof. AUSTIN. I think, Mr. Commissioner, that one of the best things that could be done in cooperation right now would be an exchange of ideas; cooperative buying of seed, and the kind of livestock which is necessary for the newer type of farm which has just broken into the State of Texas with diversified farming; that would be the best thing to begin with.

We have had a great many failures in cooperative selling because of the sociological poverty; we have not learned to work together. We all pull together, but some pull in opposite directions from the others. We have not all learned to pull in the same direction. Every tide of immigration brings in a new class of people that have to be amalgamated to fit the social body.

Now, I do not think that I should take any more of the time of the commission unless you have some further questions to ask me.

Chairman WALSH. If you will please turn in your documentary evidence, we will excuse you.

Commissioner LENNON. Do the laws of the State of Texas prevent cooperation? Do they stand materially in the way of cooperation—in the way of cooperative efforts among the farmers?

Prof. AUSTIN. I think not, Mr. Chairman. Two years ago,* at the session of the legislature just previous to this one now called, we had passed in this State a rural credit law. I do not care to discuss the provisions of that law; I do not think it is necessary, because there has never been a thing done with it. I do not think that any appropriation went with the passage of the law, and it only aroused a little interest among the people.

I would like to answer your question this way: Cooperation is not a matter of law but a matter of spirit; you can not legislative cooperation; you have to educate the people up to it; you must have the spirit. The strongest kind of law can not make cooperation work without the spirit.

Chairman WALSH. I have been asked to ask you a question, and if you can answer it, perhaps it would be well to do so, because it contains some philosophy: What relation does the private ownership of the machinery of the production and distribution of the means of life bear to industry?

Prof. AUSTIN. I should like to ask the questioner whether he is an orthodox Socialist or not and then see if we can not get together in private and discuss the whole question.

Chairman WALSH. I think it is too broad.

Prof. AUSTIN. Please read it again?

Chairman WALSH. What relation does the private ownership of the machinery of the production and distribution of the means of life bear to industry? I think you could write a book on it.

Prof. AUSTIN. May I answer that?

Chairman WALSH. Yes, sir; if you can this week.

Prof. AUSTIN. When you have given me a compulsory education law of such a character that it will prevent man from being the only animal that lives off of its young; when you have given me a law which takes child labor out of the factories and prevents the same thing; when you have done your best to provide for buying together and selling together and living together; when you have done all you can with your doctors to teach to the families like the one we had here yesterday that there is something else in the responsibilities of parenthood and that they must not undertake the obligation of feeding one additional member of the family every time the cycle of nature comes around,

when you have done that with your doctor; when you have shown the ministers how to teach the people to live six days in the week as well as how to rest one day on the seventh; then the minimum of poverty will exist in your society, and I will answer your question. [Applause.]

Chairman WALSH. Please do not give audible expression of your feelings; I will thank you to help us in that respect.

That is all, professor.

Prof. AUSTIN. I wish to thank you for the time you have given me. I wish to make this announcement, that this material I have here—all of this we have gathered together in cooperation with Prof. Leonard and we are publishing from it a bulletin. A copy is in the reader's hands now and it will go to the printer the last of this week. It is the result of our study in the division of public welfare and I would be glad to see that the members of the commission are furnished with a copy. I thank you.

(The bulletin referred to above, entitled "Cooperation in Agriculture, Marketing, and Rural Credit," by Charles B. Austin and George S. Wehrwein, published by the University of Texas August 25, 1914, was submitted in printed form.)

Chairman WALSH. Thank you. That is all, professor.

Mr. Giddings.

TESTIMONY OF MR. E. J. GIDDINGS.

Chairman WALSH. State your name, Mr. Giddings.

Mr. GIDDINGS. E. J. Giddings.

Chairman WALSH. Where do you live?

Mr. GIDDINGS. Oklahoma City.

Chairman WALSH. What is your business?

Mr. GIDDINGS. General practitioner of law.

Chairman WALSH. Are you connected with the Farmers' Protective Association of Oklahoma?

Mr. GIDDINGS. I am general counsel for the Farmers' Protective Association of Oklahoma and have been for some time.

Chairman WALSH. How long have you lived in Oklahoma?

Mr. GIDDINGS. Fifteen years.

Chairman WALSH. Will you kindly briefly state the nature of the organization and purposes of the Farmers' Protective Association of Oklahoma?

Mr. GIDDINGS. The purpose of the association was to resist the usury charges of the banks there.

Chairman WALSH. Is it limited in its aims to that purpose?

Mr. GIDDINGS. Well, the betterment of farm conditions also in general.

Chairman WALSH. Generally speaking, what is the constituency of it? What class of farmers, if any particular class, compose it?

Mr. GIDDINGS. Ninety-five per cent are tenants.

Chairman WALSH. What is the membership?

Mr. GIDDINGS. Last summer its membership was about 9,000; it is now depleted almost to nothing.

Chairman WALSH. Is it confined to the State of Oklahoma?

Mr. GIDDINGS. Yes, sir.

Chairman WALSH. Were you given some points by Mr. Holman?

Mr. GIDDINGS. Yes, sir; I think so.

Chairman WALSH. Please take up point No. 2, if you will.

Mr. GIDDINGS. I left those letters at home, but I can state it to you.

Chairman WALSH. As briefly as you can, please discuss the conditions relating to the charge of usury which has been made and which you say your organization was organized to combat, who gets the money, the extent of the usury, and the conditions generally.

Mr. GIDDINGS. I think, by the suggestion of remedies largely, I can expedite my testimony.

Chairman WALSH. Very good. You stated that you were in a hurry, and I wish you would do it in your own way as briefly as you can.

Mr. GIDDINGS. As I understand the correspondence I had with Mr. Holman, he desired me to discuss the details before this commission of the landlord and tenant system in Oklahoma and the condition as to usury there. I will take the latter first.

The cause of usury is mostly poverty. Usury laws were made primarily for the protection of the poor; the rich do not need them, because the rich

can ordinarily borrow money at the legal rate of interest. But I do not desire to unduly criticize conditions in my State. The tenant situation there, due to the lame, and insipid, and senseless policy of the Federal Government, is worse than any State in the Union.

The average tenant is divided between the west-side tenant and the east-side tenant. I do not know whether or not the commission has been advised as to the difference in tenants, on the two sides of the State, or whether or not they know of it and know of the difference in their conditions; it might be well for me to state that.

Chairman WALSH, I will say that it has been touched on, but not gone into very deeply.

Mr. GIDDINGS, I do not intend to go into it deeply, but only far enough to intelligently discuss the subject.

Chairman WALSH, I say that it has been touched on before, but not to any extent.

Mr. GIDDINGS, I will discuss it briefly for the benefit of the commission and the public.

When Oklahoma entered the sisterhood of States she came in under the most conflicting conditions of any State that ever entered the Union. Oklahoma Territory, the west side of the State, had an organized government, Territorial officers, and the same county government as the average of the States in the Union. The Indian Territory side of the State was absolutely disorganized; there was no county government. There was no government of any sort outside of the tribal government, except in the cities and towns in that part of the State which is now understood to be, in common parlance, the east side of the State, and it devolved upon the lawmakers to bring order out of chaos.

On the west side of the State to-day 34 per cent of the farmers are tenants and on the east side of the State 66 per cent of the farmers are tenants. In some counties the tenant percentage reaches 83 per cent of all of the farmers.

The tenant class may be divided into those who are thrifty and those who are shiftless and migratory. The fault is not all that of the landlord or all that of the tenant. The average tenant who goes on a farm has very little when he goes there; he makes a mortgage to start with to some money-lou shark or bank covering all his crops and everything he has got, and generally it is very little. He has a rental contract that his landlord shall have one-fourth of the cotton and one-third of the grain. Of necessity he is poverty-stricken under those conditions. When he pays the usurious charges and gives away from a fourth to a third of his gross income he necessarily comes out each year in debt. There is not a business institution in the world that can pay out one-half of its gross income and live. So that the farmer goes to the banker.

He does not meet the banker on equal terms; ordinarily he is distressed in mind and body. He meets the banker, who is the very opposite of that, and he must have that money. Necessarily there is a cooperation among the banks as to their charges.

The interest rate on chattel mortgages in Oklahoma to-day ranges from 20 per cent up to 200 per cent. In the cities I have had usurious contracts for laborers there that went as high as 230 per cent per annum.

On farm loans the interest charges are not so great, so far as the reality is concerned. Conservatively speaking, the farmers of Oklahoma owe to the banks and other money lenders at least \$60,000,000, and \$40,000,000 of that is out at a usurious rate of interest.

The farmer goes to the bank and he makes his note covered by a mortgage payable ordinarily the 1st of October. If he borrows \$100 he pays \$20 in the spring for it. You can always detect the usurious note by virtue of the fact that it bears interest after maturity. The trouble with fighting the usurious banks is that it is a poor man's fight, and he can not fight against the machinations and combinations of that character.

I have here among my papers the antiquated Federal statute on usury passed in 1864, and amended to give the State courts jurisdiction, in 1875, I believe. Since then nothing has been done with it. I desire to submit it to you and make it a part of my testimony before going into the details, except the statement that it provides for the collection of double the amount of interest where the same has been paid.

(The extract from statute so referred to and offered by the witness appears at the end of this subject as "Giddings's Exhibit No. 1.")

Chairman WALSH. That is the penalty to the injured person.

Mr. GIDDINGS. Yes, sir.

Chairman WALSH. Does this affect the aliens in any way?

Mr. GIDDINGS. No, sir. Now, the Oklahoma statute, with only two slight variations, is almost an exact reproduction of that Federal law, and I desire to submit it and make it a part of my testimony.

(The statute so referred to and offered by the witness appears at the end of this subject as "Giddings's Exhibit No. 2.")

These laws are ineffective, and the best proof of it is that nothing has been done to alleviate that condition. The only penalty prescribed is forfeiture, when paid, of twice the amount of the interest charged, and that is, under our statute, 10 per cent under contract, and in the absence of contract 6 per cent.

The farmer who borrows money from a bank can not fight a usury charge ordinarily, because immediately he does so he is boycotted by the banks, and the coming year he can not borrow any money. The banks have a sort, I suppose, of telepathic communication one with the other on that score. If you borrow money from the First National Bank in a certain town and they charge 40 or 50 or 60 per cent, as some of the banks have done, if you contest that usury charge, when you come the next year to apply for money you are boycotted by every bank in that community and in all of the surrounding communities. I suggested a remedy with regard to that, making it an offense for banks to boycott those who make a defense to usury charges.

These laws with regard to usury, as I have outlined them, are ineffective, I repeat, because the poor man can not fight the rich man in the courts on those sort of things, and I suggest this remedy to this commission: The passage by the Federal Congress of a law vesting power in the United States district attorneys to prosecute actions for penalties where usury is charged by the national banks, giving the usury-burdened farmer against whom it is charged the penalty when recovered and taxing the costs against the bank when it loses in the litigation. This is middle ground, in my judgment, between criminal prosecution for usury and the present civil statutes on the subject. You put the power of the United States Government behind those prosecutions, and when the fines are collected you turn them over to those who ought to have them; you instill an interest in the man who is charged such rates of interest, as well as the confidence in his Government that it will aid him to the limit of its ability in that respect, paternalistic though it may be. I have studied this question very considerably. I think that is the best solution for usury that I know of, in addition to other remedies, and I am suggesting these remedies because the commission, as well as myself, is in a hurry.

I suggest, as well, that there are other methods of stopping usury aside from your rural-credit system, which is yet to pass the Federal Congress. The courts uniformly have held that State laws do not cover national banks in usury affairs where there is a conflict between the National and State laws on the subject. So that relief must come from the Federal Congress, from which this commission originates. The law should provide such a penalty as it might see fit. It ought to be sufficient to act as a deterrent against those conditions.

Now, let us come to the banks and see if they are altogether to blame for those conditions, particularly in rural communities. Here is a small community, we will say, of 1,000 souls, and it has four or five national banks, or three or four national banks. Of necessity the more banks there are in a given community the less deposits each bank has, and largely it is upon deposits that money is loaned. The banking institution is one institution where competition is not the life of trade. Ordinarily, in my judgment, it is the life of trade.

Now, then, the Treasury Department, the Comptroller of the Treasury, with such agents as may have the regulation of banks, ought to investigate the conditions, particularly in these small towns where there are so many banks, and limit the number of banks that may receive therefrom charters to do business.

My investigation, however, of this subject has taught me that the national banks, as a whole, are not as guilty as State banks of making a charge of usury. With the decline in the efficiency of the bank-guaranty law of the State of Oklahoma, in so far as it affects the banks, some of those which were State banks have gone back into the national banks. The decline of the efficiency of that bank-guaranty system, so far as the banker is concerned, although it always has and will benefit the public and the depositors and was due to wild-cat banking and incompetency and things of that nature, making, as the conservative bankers thought, them pay for the incompetency and dishonesty of the

wild-cat banks and other State banking institutions. Of necessity, then, such banks charged, being on the verge of bankruptcy, such interest as they could get.

We tried our level best to get a usury law passed by this legislature that would have some efficacy, and while the members of it are of my own political faith, I am sorry to say that they did not pass it, but defeated it by a very decided majority. That law has this object: Of making the charge of usury a crime. The laws of the United States and of the different States of the Nation are very dissimilar upon this subject. Some States, like Nevada and Wyoming, have no usury law; some States, like Maine, have very inefficient ones. In order to make for the betterment of usury conditions there ought to be uniformity in the usury laws of the country, and that ought to originate in the Federal Congress, over which, so far as the national banks are concerned, it has entire jurisdiction, even as it has over domestic relations under the Constitution.

I have here a digest of a number of decisions of the Federal courts on the subject of this usury statute, and in construing its provisions, which, without reading, I am going to submit to the commission.

(The digest of the usury laws, so offered by the witness, appears among the exhibits at the end of this subject as "Giddings's Exhibit No. 3.")

Mr. GIDDINGS. The decisions are to some extent inharmonious, but they show the entire inefficiency and stupidity of the Federal usury statutes, especially in respect to holding that usury is a personal defense which may be waived and which would not pass to one who is in a better financial condition and might purchase the usury-tainted note. They likewise hold, it seems to me, in violation of the spirit of the statute, that the double-forfeiture penalty shall not be recovered unless the interest has actually been paid. Without going into a detailed discussion of that, I will state the trend of the decisions on the subject.

I would also like, without taking up the further time of the commission, to offer into the record a copy of the speech made by the Hon. Henry Carey in the Pennsylvania Constitutional Convention of 1873 on the subject of usury. It is one of the most forceful things I have ever read or heard upon the subject, and it emanates from one of the great men of the Keystone State.

(The speech, so offered by the witness, appears among the exhibits at the end of this subject as "Giddings's Exhibit No. 4.")

Mr. GIDDINGS. When the agitation on the subject of usury reached its height in Oklahoma last summer, as attorney for this organization, its membership being largely from the east side of the State where conditions are infinitely worse than they are on the west side of the State in that respect. I requested the attorney general, as the general counsel for this organization, to institute an action to test the question as to whether or not the charter of a State bank might be forfeited for a chronic and habitual charge of usury. I found, upon a legal investigation of the subject, that the courts of the country were at loggerheads upon whether, in the absence of a statute, that could be done. The text of the decisions in Cyc, and the American and English Encyclopedia of Law, and others, hold to the opinion that it could be done, as it was violative of the charter of the bank. But by reading of the decisions I found that a majority of the courts had held otherwise. I think the United States Government ought to pass a law, through the medium of the Federal Congress, writing into the Federal statutes a provision to forfeit the charter of any bank that chronically, habitually, and knowingly charged usury. If a banker can not do business at a legal rate of interest, he has the alternative of getting out of business; and it would be a godsend to the community where he lives, in many instances, if he would get out.

Another remedy suggested by many and which is found in some State statutes is the making of usury contracts void. I think these eight suggestions of remedies cover that subject, and I make it, without further comment, a part of my statement.

The memorandum referred to by the witness was as follows:

1. Forfeiture of given amount of principal and interest.
2. Power vested in district attorneys of United States to maintain actions for usury-burdened classes, giving them the penalties recovered, and taxing costs to banks where those institutions are the losers, and giving such cases preference over ordinary litigation.
3. Forfeiture of charters for chronic and habitual usury.
4. Criminal offense to charge usury.
5. Making of usury contract void.
6. Making boycott by bankers of those who contest usury charges a crime.

7. Reduction of number of banks in small communities particularly.

8. Uniformity of usury laws.

Chairman WALSH. Generally speaking, Mr. Giddings, what has been your observation as to the effect, if any, of the usury charges on the economic condition of these tenant farmers? How great a play does it have in their condition, whatever that may be.

Mr. GIDDINGS. Well, it is absolutely vital.

Chairman WALSH. You think it cuts a figure in the whole tenant farmer question to a great extent?

Mr. GIDDINGS. Without question.

Chairman WALSH. And on the question of landlordism, what effect has it?

Mr. GIDDINGS. Not in that respect, it has not.

Chairman WALSH. And you seem to have found those conditions among the money lenders, bankers, etc.?

Mr. GIDDINGS. Yes, sir.

Chairman WALSH. Do you have a condition in your State where a large chattel-mortgage business is done by the mercantile houses?

Mr. GIDDINGS. Yes; in some portions of the State. I was going to get to that. On the east side of the State a good many of the mercantile houses take chattel mortgages. Tenants in the neighborhood come in and purchase supplies and clothing for the coming season, and are charged a heavy rate of interest on those chattel mortgages.

Chairman WALSH. Is there any difference in the charge for the provisions where it is on time, that way?

Mr. GIDDINGS. I think so; they add to the charges. They generally add to the price, which does not appear as interest. That is to say, there is a difference of anywhere from 15 to 40 per cent in the price to the purchaser where it is bought on time and where it is bought with cash.

Now, Mr. Chairman, there is one condition in Oklahoma that does not confront any other State in the Union. I think I have said all I want to say on the usury subject. Now, I want to get down to another question—and I am confining myself largely to what Congress can do. Education and religion can do more than anything else. I want to discuss a question with this commission which has agitated every intelligent man in Oklahoma, and which is the most serious condition which confronts the citizenship of Oklahoma, and that is with regard to Indian land conditions in the east side of the State where the tenant system is more aggravated by 100 per cent than on the west side of the State.

There are different reasons for the unfortunate conditions of the tenant farmer outside of the Indian land question, and outside of any of the exactions of the landlord. There is the just and legitimate profit that the tenant farmer as well as the landowner has been losing, for instance, in the machinations of the cotton buyer, of the cotton trust, and of the cotton mill, and that sort of thing, which I shall not take time to discuss except in a general way. In the grading of cotton, for instance, there are dishonest graders. A farmer brings his cotton to town, and that condition exists in Texas, my native State, as well as in every other State in the Union where cotton is grown. He brings in a good middling, fair grade, or something of that sort, and they grade it below that and they decrease the value of a bale to the farmer in that respect—and it ought to be reached by law—anywhere from \$10 to \$25 a bale. And you can readily see what that means, and what a cutting-off from the average farmer that means. Another system is the system of noncompetition among the buyers in the purchase of cotton, where the cotton buyers on the streets get together and agree among themselves that they will not pay over a certain price for the cotton that comes there on the street, thus forming a combination, as has been done in many of the communities in Oklahoma.

Now, then, to get down to this proposition, about two-thirds of the lands of Oklahoma, I should judge, outside of the towns and cities, are nonalienable, and may not be sold except under these conditions—and this commission could not, in my judgment, do a more humane thing for the people of Oklahoma than to recommend some remedy to Congress with regard to it.

Those of half-breed Indians, and under, may alienate their lands under the act of 1908. Those of the three-quarter breed, and under, may alienate theirs, except their homestead. The full bloods may not alienate at all.

Now, what is the result? Here is the tenant farmer who rents from an Indian a piece of land, gets a rental contract for the year. He has no interest in your public-school system. He has no interest in your religious institutions;

he is not interested in the scientific, systematic conservation of the soil. And the result is you have poor farming, and not one of them has a house on that farm where he lives hardly fit for your horse to stay in. That is an awful statement, but that is true. The reason is that he is not, in the first place, going to put some improvements upon that farm, because he does not know whether he can stay there the next year or not. He has no opportunity to purchase it. He does not know what the Indian agent will do next year. He does not know what the Indians will do. So he just jogs along the best he can. And why is that done? That is done to protect the Indian, in a nonsensical policy of protection where you are deteriorating the value of his land year by year and you are doing him no good.

Now, if you will divide the Indians between the competent and the incompetent, and do like has been done with the Kiowa, Comanche, and Caddo Indians up there—let them sell these lands, and let the Government invest the proceeds for them in good securities—they will get more out of that investment than they do out of their rental contract each year. Those lands then are turned over to the white farmers, who can till the soil, who can make the sort of country that is habitable, and in which it is a good place to live. But instead of that, the Federal Government throws what it thinks is its strong arm around the Indian and says we want to protect him and not alienate these lands, because he will squander the money; but the Indian rents out the land under contract at from \$25 to \$150 for 80 acres for the year, and he profits are less than he would have made had there been legitimate investment of those funds in a proper industry and through proper channels. The Kiowa, Comanche, and Caddo Indians of the western side of the State—full bloods—can not alienate lands; yet when they die those lands are called “dead-Indian lands,” and the Government comes along and permits them to be sold for the benefit of the heirs and invests the proceeds for them, or deposits the proceeds in banks, and the heirs get more out of it that way than the others did through the rental of their lands when living. You have got two kinds of Indians there. That is what keeps the tenant condition in Oklahoma—the Indians. You have got two sorts of Indians—the competent and the incompetent. The competent Indian should be permitted to sell his land and made to shift for himself like the average American citizen must do. He ought to be permitted to do that. The incompetent—and the Federal Government has the power and jurisdiction to determine whether he is incompetent or not—should have his land sold on long-time payments or for cash, and the proceeds, when sold for cash, invested for him, and he given the income therefrom each year; and he will benefit more, and it will undoubtedly benefit the State more, and the burden of taxation that falls upon the farmer will be less. That is the great burden in Oklahoma—the local tax. The State tax, outside of Arkansas, is lower than in any State in the Union, but the local tax is higher in some counties than in any State in the Union, and it is due to that identical fact.

I have compiled a statement on that, and I do not intend to take up the time of the committee in reading it; but that is my suggestion. I think the Federal Government ought to do that. I think it would do more to alleviate the tenant conditions in Oklahoma, if it did do that, than through any other method. If the Government may control monopoly, regulate it in any industry, it ought to be permitted to control and regulate monopoly of the land. One firm of land speculators in Oklahoma on the east side of the State—the Indian Territory side of the State—has under its control, Mr. Chairman, over 30,000 acres of land and over 1,500 tenants. Where do they get that land? The farmer can not buy that land. The speculator keeps his eye upon that particular, or where the other particular tract of land is which may be rented or bought. Then Chief So-and-so, who lives on the west side of the State and has a legitimate piece of property over on the east side, an 80-acre tract—the land speculator knows where that 80 acres is located, and he knows it, and knows how to reach him, and he can take a chance of getting a rental contract from that Indian. But the farmer, he can not locate that land; but the speculator gets that. That condition, I say, is a condition that is intolerable. It permits the speculator in one-half of the State to know and to own and control those 1,500 tenants or 30,000 acres of land. The Federal Government ought to understand that situation and provide by law some remedy for such a condition. How are you going to do it by leaving conditions as they are? It is not protection to the Indians. You can not do it, if you do the same thing year in and year out. That is one of many instances of that sort of thing in the State.

I think something ought to be done by the Federal Government. I think we ought to do something like we do in Oklahoma with our school lands. That shows how when you put hope in the average farmer, he takes—he becomes more enlightened and prosperous. We have about 7,000 school-land lessees in the State. I mean by school-land lessees, farmers who rent from the State. When the lands that they have farmed are sold or put up for sale, the State gives them the preference right of the purchase of the land, it gives them the value of their improvements. A board of appraisers from each county is called together and appraises the value of those improvements. If that appraisalment does not suit the tenant, the said tenant may appeal to the school board, and if an adverse decision, in his judgment, is rendered, he may appeal to the district court of the county having jurisdiction. He is protected and encouraged to put improvements on the land. But how about this tenant farmer under this Indian condition? If he puts a well on the land, the landlord comes along next year and raises the rent, because the farm has been increased in value by the placing of a well thereon. So the more work he does the more rent he pays. The more industry he exhibits, the less he gets for it. That condition would not exist if we could get away from it by some appropriate legislation.

I have here a statement which I will give to the committee for its perusal at its convenience, a pamphlet containing the rules and regulations of our school-land department.

(The pamphlet entitled "Public Sale of School Lands of Oklahoma," containing the matter above referred to by the witness, was submitted in printed form.)

So, Mr. Chairman, and lady and gentleman of the commission, the conditions in Oklahoma with regard to the tenantry, particularly on the east side of the State, are not due particularly to any tyranny upon the part of the landlord or lack of thrift upon the part of the tenant primarily, nor to any lack of industry upon the part of either to help. But I repeat it is due largely to the insipid and inane and unwise and senseless policy of the Federal Government in its dealings with the Indians.

Now, I received a letter from the secretary of this commission asking me to bring with me anything in regard to rural-credit legislation or land legislation passed by the legislature which is now in session in Oklahoma. The legislature defeated, in addition to the usury law, the graduated land-tax law. It has passed no other legislation than this act entitled "An act to encourage and promote home ownership in Oklahoma; providing for the investment of certain designated funds; authorizing the sale of bonds against the securities taken, and the reinvestment of the proceeds." I do not think that law will be of much efficacy, because under it the State is required to get a first mortgage on these lands. So that is to set aside for those desiring to purchase lands about \$7,000,000 in the State, money on hand in the school department and money from prospective sales of present school lands. The commissioners may loan not to exceed \$2,000 to any one individual or family. Loans shall be secured by first mortgages on farm lands upon which the borrower resides, and notes shall be drawn to run for 23½ years, payment of 4 per cent of the full face value of each note to be paid semiannually, and at each payment, interest at the rate of 6 per cent per annum upon the unpaid balance of such notes to be deducted from the amount paid, and the remainder to be credited upon the principal of the loan. Loans from said fund shall be made only for the following purposes: To assist the borrower to pay for a home. To pay off any existing mortgage upon the house. To make permanent improvement upon the home farm. The act speaks for itself.

(The act referred to by witness entitled "Enrolled Senate bill No. 109," passed by the Senate January 28, 1915, and by the House of Representatives February 6, 1915, was submitted in printed form.)

I would like also to submit in detail my statement in regard to the Indian land situation. I have hurriedly gone over the salient features of it.

(The statement referred to and offered by witness appears among the exhibits at the end of this subject as "Giddings's Exhibit No. 5.")

I would like to say that if this committee has any other questions that it wants to ask of me, I would be glad to answer them, if this commission desires to aid the industrial and farming conditions in this country, and I am satisfied that it does, it can aid them materially by recommending to Congress some legislation to do away with the tyrannous, cumbersome, expensive machinery of the Federal courts of this country, to which many poor men are forced at

times to go, and which in my judgment are the rich man's paradise and the poor man's inferno. That is to say, that where in litigation there is involved a Federal question and nonresidence, and where the amount exceeds \$3,000, the poor man has absolutely no show in the Federal court. Those conditions might arise at times with regard to land monopolists and tenants in Oklahoma and elsewhere.

I might here discuss the homestead law. Do you want me to discuss that? There is not anything to it, except 160 acres are exempt from execution and forced sale, but the homestead may be mortgaged with the consent of the wife.

Chairman WALSH. Just a word on the attitude of the court. I believe you have covered most of those points pretty well.

Mr. GIDDINGS. Which court?

Chairman WALSH. The State courts and Federal courts.

Mr. GIDDINGS. There has been so very little litigation, Mr. Chairman, that has reached higher than the justice court.

Chairman WALSH. You consider it really very weak, the usury law. I see that.

Mr. GIDDINGS. It is nothing at all. I think if Congress would give us a usury law the way other States do, and put it in the hands of United States attorneys to give such cases preference over ordinary litigation on the docket, that it would be effective.

Chairman WALSH. That is all. I am very much obliged to you for your testimony. You will be excused.

J. Tom Padgitt.

TESTIMONY OF MR. J. TOM PADGITT.

Chairman WALSH. What is your name?

Mr. PADGITT. J. Tom Padgitt.

Chairman WALSH. Where do you live?

Mr. PADGITT. Coleman, Tex.

Chairman WALSH. How long have you resided there?

Mr. PADGITT. About 10 years from time to time.

Chairman WALSH. Are you a native of this State, Mr. Padgitt?

Mr. PADGITT. I am.

Chairman WALSH. Of what county?

Mr. PADGITT. Brazos County.

Chairman WALSH. Are you a farmer?

Mr. PADGITT. Yes; a landowner and land ranchman.

Chairman WALSH. Where is your land located?

Mr. PADGITT. In Coleman County.

Chairman WALSH. Are your lands all in Coleman County?

Mr. PADGITT. Well, there is part in Rummels County.

Chairman WALSH. How much land do you own altogether?

Mr. PADGITT. About 12,000 acres.

Chairman WALSH. And how much of it do you operate?

Mr. PADGITT. I lease the grassland to some cattlemen; have about 2,000 acres in farms, and the grassland I lease to cattlemen.

Chairman WALSH. Is all the balance of it grassland?

Mr. PADGITT. Yes, sir; all the balance grassland.

Chairman WALSH. I am going to direct your attention, if I may, Mr. Padgitt, at first to the specific questions that I would like to have you answer, then if you want to make any additional statement, we will be glad to have you do so.

I wish you would describe in a general way the farming conditions in your neighborhood; that is, is it done largely by tenants, and how the landlords are getting along with their tenants, and general farming conditions.

Mr. PADGITT. Well, I would think that the farming is about 50 per cent by tenants, and the balance of them own their places, just about 50 per cent.

Chairman WALSH. Under existing conditions, what do you think the chances are for the average tenant becoming a home owner in your section?

Mr. PADGITT. I think he has a very favorable chance if he would like to become a home owner.

Chairman WALSH. Is there a tendency among the tenant farmers to become home owners, or otherwise, in your section?

Mr. PADGITT. Well, some want to become home owners, and others would not care for a home place.

Chairman WALSH. Could you strike an average? Do the majority of them desire, apparently, to own their own places, or otherwise?

Mr. PADGITT. If they have prosperous years and make a good deal of money, then they want to go and buy a home.

Chairman WALSH. Is there a tendency on the part of landowners to keep them as tenants, or is the tendency the other way? Do they encourage them to buy land?

Mr. PADGITT. Well, they encourage them to buy land.

Chairman WALSH. What is the price of land in your county?

Mr. PADGITT. Unimproved land is worth anywhere from \$10 to \$25 an acre.

Chairman WALSH. And tillable land?

Mr. PADGITT. Tillable land—that is, in cultivation—worth from \$20 to \$50 an acre. I have known some to sell as high as \$80 an acre, close to the town of Coleman.

Chairman WALSH. Where is your land located in the county, with reference to the town?

Mr. PADGITT. Well, it is 30 miles from Coleman, in the southwest corner of Coleman County.

Chairman WALSH. I wish you would state for our record here, Mr. Padgitt, the way the tenants operate in your section, so far as the credits are concerned. You have been here and heard is discussed.

Mr. PADGITT. Yes.

Chairman WALSH. That is, how they finance themselves for their provisions, the rate of interest, and the character of security given.

Mr. PADGITT. Well, they go to the bank and make their arrangements with the bank, and the bank takes a mortgage, of course, on their stock or crop to be grown, takes their note in the regular way, charges them 10 per cent interest. Some go to the merchant direct and make arrangements with him to carry him until fall in the same way, in the same manner.

Chairman WALSH. Is it customary to charge anything other than 10 per cent interest where the loan is made from the bank, in any way, any more than with other charges?

Mr. PADGITT. Not that I have ever heard of.

Chairman WALSH. When it comes to the mercantile house furnishing them or extending credit, how is that there? Is there anything in addition to the charge of 10 per cent?

Mr. PADGITT. I understand they charge them a little more; that is, for the goods purchased.

Chairman WALSH. Have you observed whether or not that is true, say, with regard to your own tenants on your own place?

Mr. PADGITT. I haven't noticed it myself. They tell me they have to pay a little more for goods when they buy on time.

Chairman WALSH. Have you made any inquiry to ascertain what the difference is in the charge where it is cash transaction or where it is credit?

Mr. PADGITT. No; I have asked that question, but it seems to me they have never been able to answer it, to give me any satisfaction on it.

Chairman WALSH. What is the customary rental contract in your section, please?

Mr. PADGITT. It is a third and fourth; that is, a fourth cotton and a third grain.

Chairman WALSH. Is that the customary contract which you have with your tenant?

Mr. PADGITT. Well, the contract I have with my tenant is I accept one-fourth of the cotton and allow the farmer to take the cotton to town, sell it to the best advantage. I pay a dollar a bale for hauling it, and one-fourth of the ginning, and he takes one-fourth of the net proceeds and puts it in the bank to my credit, and brings back the deposit slip and the invoice from the cotton buyer. I was going to say that on the grain we charge them \$3 an acre for it. However, that is not payable in advance. We wait until he makes his cotton crop and he pays it out of that cotton crop. If we have a drought and he fails and does not make much we trade with him, and we ask him what he thinks his crop is worth, and he may pay a dollar and a half an acre for it. If he says he will pay a dollar and a half, we say we think that is all right, and if they have a dry year we trade on that basis. We have never held them to the \$3 where they made a failure of the crop.

Chairman WALSH. Do you deal directly with the tenant or through the instrumentality of agents?

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Mr. PADGITT. I always keep an agent on the ground.

Chairman WALSH. Are you engaged in any other business except that of landowner?

Mr. PADGITT. Not at present.

Chairman WALSH. Have you been in any other business, either mercantile or banking?

Mr. PADGITT. Yes.

Chairman WALSH. Which business?

Mr. PADGITT. Well, I was in business here in Dallas. I have been in the banking business; that is, worked in a bank when I was a boy, and finally went into the Padgitt Bros. Co., in Dallas, here.

Chairman WALSH. What is their business?

Mr. PADGITT. Manufacturing saddlery and harness.

Chairman WALSH. What defects have you noticed in the existing land-rental contracts that you think might be improved, either by general custom or by law?

Mr. PADGITT. Well, I do not know exactly how to answer that question. I do not know of any improvement. I do not know of any improvement that could be made. We have our own contract. I draw my own contracts and have them printed. I have a form in my pocket.

Chairman WALSH. Would you be kind enough to submit it?

(The form of contract referred to was submitted in printed form.)

Mr. PADGITT. I have a blank contract, and I also have one signed up by one of the men—the farmers this year.

Chairman WALSH. All of your contracts in writing?

Mr. PADGITT. Printed.

Chairman WALSH. What is the custom generally in your country—is it to have them in writing or verbal?

Mr. PADGITT. Verbal.

Chairman WALSH. I wish you would just sketch in your own way, if you please, Mr. Padgitt, the tendency of the tenant—the experience you have had with your tenants with reference to the contracts they make, and the way they live, and the interest they take in the property, and anything of that kind that you think would throw light upon our inquiry. You have been here for the last couple of days, have you?

Mr. PADGITT. Yes.

Chairman WALSH. And you have heard described by some of the witnesses certain general conditions in various parts of the State?

Mr. PADGITT. Yes.

Chairman WALSH. And in other States?

Mr. PADGITT. Yes.

Chairman WALSH. Now I wish you to give your first-hand experience—how your tenants get along, how many of them graduate from tenants, and those that do not desire to do so, and still make a profit; how your property is represented, etc.

Mr. PADGITT. Well, our tenants seem to want to get along with the landlord.

Chairman WALSH. How many have you, first?

Mr. PADGITT. We have 22.

Chairman WALSH. I wish you would describe the amount of land that they have to operate.

Mr. PADGITT. Usually about 75 acres; that is, with one team.

Chairman WALSH. What would be the income, the average income, in an ordinary year of one of your tenants?

Mr. PADGITT. Well, an average, say for 10 years, I expect it would run about a quarter of a bale of cotton, averaging it all the way through.

Chairman WALSH. I do not exactly understand you myself. I would like you to make it a little more full.

Mr. PADGITT. I mean the average of 10 years would be a quarter of a bale of cotton to the acre for each year for the 10 years.

Chairman WALSH. I would like you to put that in a lump sum in dollars. What would a man get out of it—that is, a one-team farmer on the amount of land which you have on your place, say 75 acres? What would be his profit?

Mr. PADGITT. Oh, he would make about \$750.

Chairman WALSH. About \$750 each year?

Mr. PADGITT. That is, if he made a crop as I have just stated.

Chairman WALSH. Could you give an average of the force that you have on each place—the number of persons working in the family?

Mr. PADGITT. The families vary. Sometimes we will have a man and his wife that will farm, and then we will have a man with a family of five or six children, and maybe eight.

Chairman WALSH. Do the women generally work in the field?

Mr. PADGITT. Not all the time; no, sir.

Chairman WALSH. What do they do?

Mr. PADGITT. They pick cotton.

Chairman WALSH. Do they do anything else? Do they chop?

Mr. PADGITT. Yes; they chop and hoe.

Chairman WALSH. And plant?

Mr. PADGITT. Well, they hoe the cotton.

Chairman WALSH. Is that generally the case?

Mr. PADGITT. Yes; they usually do.

Chairman WALSH. At what age do the children usually take part?

Mr. PADGITT. When they are probably 8 years old.

Chairman WALSH. Is there any effort made to get renters who have large families of children?

Mr. PADGITT. Well, it is more desirable to have a large family. There is an effort made to get them.

Chairman WALSH. What does the desirability consist in? Does it make the people stay there, do they raise more crop, or what?

Mr. PADGITT. The country is thinly settled as compared to the black-land belt, and it is right hard to get labor in the fall when it comes to a cotton crop. And if they have a large family, he has his force there at home to pick out the crop, in addition to any other labor he may secure in any other place. In other words, the family can gather the crop.

Chairman WALSH. What sort of tenant houses do you have on your places for the families?

Mr. PADGITT. We have box houses; that is, some of them have three rooms in them and some four. Most of them have two bedrooms and a shed behind in which they cook and eat.

Chairman WALSH. What is done toward keeping these houses in repair?

Mr. PADGITT. Well, when it is necessary to make any repairs on them, we order the lumber or shingles or anything that is necessary and repair them right away.

Chairman WALSH. What is the smallest house, the cheapest house on your place? How many rooms and what is the cost of it to build?

Mr. PADGITT. The cheapest house on the place is the two-room house.

Chairman WALSH. What would it cost to build?

Mr. PADGITT. Cost about \$225.

Chairman WALSH. And the best house on the place occupied by the 22 families is how large?

Mr. PADGITT. The best house is a four-room house.

Chairman WALSH. Are these all tenant houses that these 22 families occupy, and have they always been used by tenants, or were they ever used by owners?

Mr. PADGITT. They have never been used by an owner.

Chairman WALSH. All tenant houses?

Mr. PADGITT. All tenant houses.

Chairman WALSH. Built by you or the family?

Mr. PADGITT. We build the houses.

Chairman WALSH. Built all of them?

Mr. PADGITT. Yes.

Chairman WALSH. How much is the highest price?

Mr. PADGITT. The highest price is about \$400.

Chairman WALSH. And the largest one of them?

Mr. PADGITT. That would be a four-room house.

Chairman WALSH. The largest would be a four-room house?

Mr. PADGITT. Yes.

Chairman WALSH. And those rooms would be how large? Just describe them.

Mr. PADGITT. You mean the dimensions of the rooms?

Chairman WALSH. Yes; the dimensions of the rooms and the number of them.

Mr. PADGITT. There would be two rooms front, and there would be about 16 by 18 feet, and on the rear there is a shed that runs all the way across this house.

Chairman WALSH. Is that counted as a room?

Mr. PADGITT. Yes; that is one.

Chairman WALSH. That is one of the four?

Mr. PADGITT. That is one of the rooms which they use as a dining room and to cook, use it as a dining room as well.

Chairman WALSH. Have they a porch?

Mr. PADGITT. Yes; it is roofed over and all inclosed.

Chairman WALSH. Is the other room that you speak of as a kitchen, is that used as a bedroom also?

Mr. PADGITT. Well, they do not use them as bedrooms. But there is a partition in between, separating the dining room and the kitchen from the front room. It is not all together.

Chairman WALSH. Are these houses screened to keep out mosquitoes and flies?

Mr. PADGITT. They are not.

Chairman WALSH. Are they erected with regard to sanitary drainage of any sort?

Mr. PADGITT. In building the house, usually we locate a site where we can build on a hill where the water will run away from the house, and as far as sewerage or anything of that kind is concerned we do not have it.

Chairman WALSH. Any artificial drainage of any kind?

Mr. PADGITT. No, sir.

Chairman WALSH. I have been asked to ask you if in your opinion a tenant can cultivate 75 acres of land as provided in your contract without at least the aid of other members of his family, his wife and children?

Mr. PADGITT. Well, he would have to use his wife and children to cultivate that.

Chairman WALSH. And at the present prices could he hire daily labor in any amount?

Mr. PADGITT. No; it is difficult to get the day labor.

Chairman WALSH. But, if he could, what would his income be in that respect? Would you say his income would be sufficient that he could hire daily labor without diminishing it to such an extent that he could not make a living?

Mr. PADGITT. Yes; he would have to have the family to help him on that crop.

Chairman WALSH. He could not hire day labor?

Mr. PADGITT. No; he could not hire daily labor. It is a difficult matter to get it.

Chairman WALSH. Could he, as a matter of fact, pay for it if he could get the labor?

Mr. PADGITT. Well, no; he could not very well pay for it unless he could make some arrangement with the man to work for him and wait until fall for his money. Then he could get it out of the cotton crop. Sometimes they exchange labor around through the country.

Chairman WALSH. Have you noticed much sickness in these rural communities due to bad housing?

Mr. PADGITT. No, sir.

Chairman WALSH. Is there much illness in those communities?

Mr. PADGITT. Very little.

Chairman WALSH. Do the landlords in your section here feel any social responsibility for the housing of tenants? Have you ever suggested to them, for instance, that the medical authorities have discovered that the mosquitoes are disease-carrying insects, and flies—have they ever suggested that they ought to screen their houses, or that the landlords would do it themselves, or suggest it to the tenant, or do they feel any responsibility of that sort toward the tenant?

Mr. PADGITT. Well, no; it has never been suggested, and the tenants never want screens, and the landlords don't furnish them, and if he did they wouldn't stay in 24 hours. They would break them out. They wouldn't know how to take care of them.

Chairman WALSH. Have you tried it? Have any ever been broken out in that way?

Mr. PADGITT. We have not tried it; no.

Chairman WALSH. Do tenants appear to have proper consideration for the property of the landlords in your section?

Mr. PADGITT. Some do.

Chairman WALSH. Well, on the whole, how is that?

Mr. PADGITT. I think they have regard for taking care of things—that is, in a way—but still they take no great interest in it.

Chairman WALSH. Does your agent keep up an inspection of your property to see that the tenants do take good care of it?

Mr. PADGITT. He does.

Chairman WALSH. I wish to ask you a question or two about the schools. What sort of schools have you there—country schools?

Mr. PADGITT. We have very good country schools; that is, good average country schools.

Chairman WALSH. Just describe how they are in your section of the country; describe the school. Is it brick or frame?

Mr. PADGITT. They are frame.

Chairman WALSH. And the number of rooms in them?

Mr. PADGITT. Two rooms in the schoolhouse at this little town; and we have other schools around on the ranch.

Chairman WALSH. What kind of schools are they?

Mr. PADGITT. They are schools of one room.

Chairman WALSH. And by whom are the teachers employed?

Mr. PADGITT. By the county.

Chairman WALSH. That applies to those that you have on the ranches, also?

Mr. PADGITT. Yes, sir.

Chairman WALSH. What has been done toward the establishment of vocational training in agriculture and home economics, and the like, in your section?

Mr. PADGITT. Well, there is a lady up there that is teaching a school, and she teaches the children how to can certain vegetables so they can put up their vegetables and have a winter supply for the following winter. I might say this lady is going down on the ranch to teach them down there in the summer how to can vegetables and keep them so that they will have something in the winter and will not have to go to the store to buy stuff.

Chairman WALSH. From what source does this lady come who is teaching in the school?

Mr. PADGITT. From one of the towns in the county. Half of salary paid by Government and half by Coleman County.

Chairman WALSH. Mr. Padgitt, I believe that in 1912 there was some discontent among your tenants out of which some trouble grew, Mr. Holman tells me; and Mr. Holman tells me you would like to make some explanation on that. I wish you would do so.

Mr. PADGITT. All right, sir.

Chairman WALSH. I would like, if you will, for you to tell it in your own way, as you are more familiar with it.

Mr. PADGITT. Several years ago there was a party from Cincinnati and Chicago, both ladies and gentlemen, who came down there on the ranch. They were Socialists, and they would talk to the people down under the pecan trees and on the river banks.

Chairman WALSH. Where did you live at that time, Mr. Padgitt?

Mr. PADGITT. I was here in Dallas at that time.

Chairman WALSH. How far is this place from Dallas?

Mr. PADGITT. It is 288 miles.

Chairman WALSH. Proceed.

Mr. PADGITT. So, later along, when they came down and talked to them, there were a great many Socialists in the country.

Chairman WALSH. How long was that prior to 1912?

Mr. PADGITT. That was along about 1909 or 1910, I believe, those summers. And the Socialists got so strong there before the last presidential election that the community organized an Anti-Socialistic League. Now, I was not in the country at the time, and I did not know anything about it. But they organized this Anti-Socialist League, and the Socialists and the Anti-Socialists would fight each other, have meetings at the schoolhouses, but no violence.

Chairman WALSH. Did they meet at the schoolhouses on your ranch?

Mr. PADGITT. Yes, sir. The Socialists would have their meeting and then the Anti-Socialists would have theirs, and they had a general political fight there. That was a free-for-all fight.

Chairman WALSH. How many tenants were on your place at that time?

Mr. PADGITT. There were about the same number.

Chairman WALSH. Twenty-two families?

Mr. PADGITT. Yes. There are tenants all around the country that farm for other people and landowners. So this fight got so warm, they got worked up so about it, and they wanted me to discharge a man I had down there—Mr. Rives—and they petitioned—that is, the Socialists did—me to come there and let him go.

Chairman WALSH. For you to come in person?

Mr. PADGITT. Yes; for me to come in person and discharge him, that they did not want him in the country any longer. Mr. Rives was elected secretary of the Anti-Socialist League. So I had laid my plans to go down there, and a few hours before I took my train I received this petition. So I proceeded on the journey, anyway, and went down, and when I got there there were a few men—the Socialist Party had written me and said that they would like to see me at the schoolhouse at 2.30.

Chairman WALSH. Were they your own tenants?

Mr. PADGITT. Some were and some were not. Some were landowners.

Chairman WALSH. These landowners were Socialists also?

Mr. PADGITT. Yes.

Chairman WALSH. Proceed.

Mr. PADGITT. So they said they would like to see me at the schoolhouse at 2.30. They noticed that Mrs. Padgitt was with me, and to bring her, too, and let her come to the schoolhouse. I replied that I would be glad to meet them at 2.30 at the schoolhouse. I went over to see what they had to say, and the sum and substance of the thing was they wanted me to discharge Mr. Rives, my man there. He was looking after the business for me, had been with me almost five years of that time. So I told them I felt like Mr. Rives was doing me good work there; he was looking after everything; in fact, I had a written contract with him—a signed contract—and I could not let him go for that reason. If I had not had the contract signed I would not have let him go, anyway.

Chairman WALSH. What was their complaint, if any, against Mr. Rives?

Mr. PADGITT. He was secretary of the Anti-Socialist League, and any articles that were written, he would sign these articles. The people got it into their heads that I was backing him up. This is all a mistake.

Chairman WALSH. Had Mr. Rives dismissed any of the families from your place prior to this time?

Mr. PADGITT. Yes; he dismissed some.

Chairman WALSH. How many?

Mr. PADGITT. I believe there were about six or seven. So they wanted me to discharge Mr. Rives. I told them I could not do it on account of having this contract. I said that even though I did not have this contract I would not let him go; and that if the Republicans or Democrats or any other political party wanted me to let my man go I felt like they were interfering with my personal rights, and they should not dictate to me as to that question. I felt that I had the right to have the man there, and I felt like he was all right, because they were working out on this political proposition, and they wanted me to get rid of him, and I told them I wouldn't do that; that I would keep him there.

Chairman WALSH. Was there any charge of inefficiency or negligence or destruction of your property on the part of these six or seven families that were dismissed? Did that all grow out of the political agitation, also?

Mr. PADGITT. Well, I think it grew out of the political agitation.

Chairman WALSH. Were the people that were dismissed active in this agitation, this Socialist agitation?

Mr. PADGITT. You mean the parties that my man dismissed?

Chairman WALSH. Yes; the ones that Mr. Rives dismissed, the six or seven families; were they active in this agitation?

Mr. PADGITT. Yes; they were active in it.

Chairman WALSH. I wish you would just give the surroundings of the dismissal of these people, please, as you got it from Mr. Rives?

Mr. PADGITT. Well, the way I got it from Rives, he wanted to make an arrangement for the tenants next year, and he felt like these men would stay on the land up to the 1st of January and then move away, leaving the land lay out for the following year. I think he got a tip on that pretty straight, that they were going to do that. And he let them go so that he could have an opportunity of getting other men to put in their place and not let them leave the place January 1 when it was too late to get others to take their places.

Chairman WALSH. Was there any difficulty about the settlement of the accounts with these men?

Mr. PADGITT. No, sir.

Chairman WALSH. What time were they dismissed; what time of the year?

Mr. PADGITT. Along in the summer; but they did not have to give possession of their places, however, until the following January 1. We rent from January 1 to January 1. But they were told we did not want them any longer after January 1.

Chairman WALSH. Were they good or poor farmers?

Mr. PADGITT. Some were good farmers and some were poor.

Chairman WALSH. How long had the oldest of them been on the place?

Mr. PADGITT. About three years.

Chairman WALSH. And the shortest, or newest of them, how long?

Mr. PADGITT. One year.

Chairman WALSH. Proceed, please. You were saying that they asked you to come out at 2.30 and bring Mrs. Padgitt with you; said you would meet them.

Mr. PADGITT. We did meet them; and as I explained they wanted me to let Rives go, and I would not let him go, even if everyone had petitioned me, Republicans, Socialists, or Democrats, or anyone else, because I thought that interfered with my right to decide who should be on the property.

Chairman WALSH. Did they present any grievances except their desire to have Rives removed?

Mr. PADGITT. No, sir. They said that was the only grievance they had and that the only grievance they had against him was letting these men out. I will get through with the Rives part of it. After we would not let Rives go it seemed to terrify these Socialists or make them awful mad and they wrote us up in the Socialist paper down here.

Chairman WALSH. At Dallas?

Mr. PADGITT. No; at Hallettsville; but the article was exaggerated very much. And there was a young fellow there who used to answer the articles in the Socialist paper. This young fellow was using a Coleman paper and the others were using the Socialist paper. The thing went along from bad to worse until after the election was over and Mr. Wilson was elected President, and then the whole thing quieted down and you did not hear anything more of it at all. I can go down there and stay a month and will not hear any political talk in the country.

Chairman WALSH. Of your tenants that were dismissed, were any present at the meeting at the schoolhouse?

Mr. PADGITT. Yes; they were there.

Chairman WALSH. Did they present their case to you and talk to you about this?

Mr. PADGITT. Yes.

Chairman WALSH. Did they claim they were being turned away on account of their political convictions?

Mr. PADGITT. Yes; that is what they claimed.

Chairman WALSH. What did you say to them about it?

Mr. PADGITT. I told them I had authorized Rives to represent me and to manage the property to the best advantage, and when anything came up to use his own judgment and not write me at all times or telephone me, but to act for himself, and that if he let a man go or did anything down there, I approved of it, because I did not want to take the position of taking back what he did.

Chairman WALSH. How long did you remain there at this visit?

Mr. PADGITT. I stayed about three days.

Chairman WALSH. Have you ever lived down there since?

Mr. PADGITT. Not since.

Chairman WALSH. Is Rives still on the place?

Mr. PADGITT. No; he is not there now.

Chairman WALSH. Who is your agent there now?

Mr. PADGITT. A man by the name of R. L. Sarver.

Chairman WALSH. Have you had any further trouble with your tenants?

Mr. PADGITT. Not a bit.

Chairman WALSH. How long has the longest one of the 22 been on your place?

Mr. PADGITT. About five years.

Chairman WALSH. And the shortest one, of course, this year?

Mr. PADGITT. Yes.

Chairman WALSH. How long do the tenants down there stay on a place, as a rule?

Mr. PADGITT. Well, they stay probably four or five years; some do not stay longer than a year. It is owing to how thrifty a man is and if he wants to make something for himself; you find a man who does stay with you a long time to be thrifty.

Chairman WALSH. Do the tenants and people in the neighborhood use the schoolhouse in order to discuss political affairs?

Mr. PADGITT. They do not discuss politics any more; that has all been cut out.

Chairman WALSH. Done away with altogether?

Mr. PADGITT. Yes, sir.

Chairman WALSH. Was any suggestion made to them to cut it out?

Mr. PADGITT. I wrote a letter to Rives one time and I have a copy of the letter in my files and I told him I thought it would be a good idea to say to young Shakespeare Smith, which is his nom de plume, and tell him to discontinue writing articles, that it did the country no good; that it did himself no good and kept up an agitation all the time; and I asked him to talk to him and see if he could not get him to discontinue writing articles for the Coleman paper.

Chairman WALSH. He was a good writer, was he?

Mr. PADGITT. Yes.

Chairman WALSH. Did Rives suggest that to him?

Mr. PADGITT. I don't know whether he did or not.

Chairman WALSH. Was Shakespeare Smith a tenant of yours?

Mr. PADGITT. No; he was a son of a lady out there that we sold a piece of land to, and this young man farmed her land for her; she is a widow.

Chairman WALSH. Was it paid for in full?

Mr. PADGITT. No, sir.

Chairman WALSH. How much of a piece of land was it?

Mr. PADGITT. About 160 acres.

Chairman WALSH. How much of an encumbrance was on it? How much had been paid up?

Mr. PADGITT. I am not sure about that without referring to my books.

Chairman WALSH. What was it worth?

Mr. PADGITT. About \$25 an acre.

Chairman WALSH. When Rives spoke to him did he discontinued writing the articles?

Mr. PADGITT. I did not see any more; I think he quit shortly after that. The political fight was over anyway and when it was over they stopped writing the articles.

Chairman WALSH. Is there anything you would like to state to the commission, Mr. Padgitt, that I have not asked you? I have not gone into this as liberally with you as with some of the others and unless there is some point you might be a—point of dispute or that you might wish to correct—

Mr. PADGITT. I just want to state that I haven't got it in for any man, no matter what his politics may be, whether Democrat or Socialist or a Republican, and I would not refuse to rent to a man if he was a Socialist, providing I knew the man and knew he was a good farmer and was well equipped, and that he would not give any trouble in the country.

Chairman WALSH. What do you mean by being a good farmer? Do you mean being skilled in the science of agriculture?

Mr. PADGITT. Having good teams and implements and being prepared to farm in a skillful manner.

Chairman WALSH. What do you mean by his not giving trouble in the country?

Mr. PADGITT. That is, to agitate and stir up trouble and talk at the store and keep everybody stirred up all the time.

Chairman WALSH. Suppose that he had certain principles that he held were beneficial to mankind and that he believed in, do you think it would be good or bad for him to say it?

Mr. PADGITT. If he had anything good to say, it might be good for him to say it.

Chairman WALSH. Who would be the judge of whether what another man might say was good?

Mr. PADGITT. The community would have to be the judge as to what kind of a man he was.

Chairman WALSH. I mean as to what he said? I mean now particularly as to his utterances, who would judge whether they were for the benefit of mankind or otherwise?

Mr. PADGITT. That we would be the judges of, or the man on the ranch now.

Chairman WALSH. The man that succeeded Rives?

Mr. PADGITT. Yes; he would be the judge of whether a man was attending to his business or not and staying on the farm and working it, and we could mighty soon tell whether he was a good farmer or not. But if he was a man who would stay away from his farm and talk at the store and stir up trouble, we would not want that man in the country, whether he was a Democrat, a Socialist, or anything else. We want men to attend to business and make the farm pay.

Chairman WALSH. That is, you would be the judge of him. With respect to your last answer, with regard to whether he made the utterances during working hours—what time of the day do they work—what time do they go to work usually?

Mr. PADGITT. It depends on the time of the year; sometimes at 4 and sometimes at 6.

Chairman WALSH. And how late do they work in the evening?

Mr. PADGITT. Until dark; until sundown, anyway.

Chairman WALSH. You would not have any objection then, as I understand your last answer, to a man, after those hours were over, to agitate any principles he thought were right at the store or schoolhouse, or any place else?

Mr. PADGITT. I would object to it if he was doing me an injury and trying to make the balance of our men dissatisfied that were working all right, and if he was doing or saying anything that was in any way injuring them or causing them to become dissatisfied, I would object to it.

Chairman WALSH. For instance, if he said at the schoolhouse that the conditions under which the tenants were compelled to live were rotten and no one ought to abide by them, you would deem him a trouble raiser, would you?

Mr. PADGITT. I would not deem him a trouble raiser just for that.

Chairman WALSH. What sort of agitation would you feel was sufficient to say that a man was a man that made trouble and that you did not want on your place?

Mr. PADGITT. A man that would go around and would talk to the other men and cause them to become dissatisfied, and poison their minds as to their landlords and cause the men to dislike their landlords. In other words, if a man would talk to them and get them stirred up to such a point—say something about the landlord and get them worked up to such a pitch that they would want to go and break all the window lights at the gin, which has been done, and to break the pump to pieces.

Chairman WALSH. Describe in the record, Mr. Padgitt, any destruction of property.

Mr. PADGITT. Of course, I do not know who did it and no one else knows; but it was done.

Chairman WALSH. Was it at the time you were having the trouble with your tenants?

Mr. PADGITT. Yes.

Chairman WALSH. Was it done in the night time?

Mr. PADGITT. I do not know when it was done.

Chairman WALSH. How many windows were broken at the gin house?

Mr. PADGITT. All of the windows.

Chairman WALSH. How many windows were there in the gin house?

Mr. PADGITT. About 28.

Chairman WALSH. What other destruction of property was there at any time that might be attributed to the people that you were having trouble with?

Mr. PADGITT. The destruction of the pump at the gin. They threw rocks on top of the steam pump.

Chairman WALSH. Was it a valuable pump?

Mr. PADGITT. It cost \$80 and we had to put a new one in.

Chairman WALSH. Was there any other destruction of property?

Mr. PADGITT. That is all I can recall now.

Chairman WALSH. When was that with reference to the time you came and had this meeting in this schoolhouse?

Mr. PADGITT. In the summer of 1913, I think in July.

Chairman WALSH. When was it you had the meeting?

Mr. PADGITT. At the schoolhouse?

Chairman WALSH. Yes.

Mr. PADGITT. That was when we had the meeting in July, 1913.

Chairman WALSH. In 1913?

Mr. PADGITT. I think that was the year, just before the presidential election.

Chairman WALSH. 1912, wasn't it?

Mr. PADGITT. Yes; that was the year; that is right, 1912.

Chairman WALSH. And this property was destroyed and injured that same summer?

Mr. PADGITT. Yes, sir.

Chairman WALSH. Did this destruction of property take place before or after the meeting you had in the schoolhouse when yourself and wife attended?

Mr. PADGITT. It took place afterwards.

Chairman WALSH. Is it true that upon one occasion the foreman of your ranch, or representative, barricaded himself in one of the schoolhouses to protect himself against violence on the part of some of the tenants?

Mr. PADGITT. I never heard of it.

Chairman WALSH. That is all, Mr. Padgitt, unless you have something you desire to volunteer further. We will adjourn until to-morrow morning at 10 o'clock, and if there is something further you have to say we will hear you at that time.

Mr. PADGITT. This trouble would not have come up unless they wanted me to let that man go and that is the whole thing in a nutshell.

Chairman WALSH. Will you be kind enough to be back at 10 o'clock?

Mr. PADGITT. Yes; and I want to say that Mr. Rives resigned and left me voluntarily; I did not discharge him.

Chairman WALSH. At this point we will stand adjourned until to-morrow, Friday, March 19, 1915, at 10 o'clock a. m.

(Whereupon the hearing adjourned until Friday, March 19, 1915, at 10 o'clock a. m., then to reconvene at the same place.)

DALLAS, TEX., Friday, March 19, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon and Harriman.

Chairman WALSH. The commission will please come to order.

TESTIMONY OF MR. J. TOM PADGITT—Continued.

Mr. PADGITT. What time will suit the commission for me to appear? I would like to make myself clear on one particular point.

Chairman WALSH. Probably I will let you do it right now.

Mr. PADGITT. It was a point that was probably misconstrued, and I want to make myself plain on that point.

Chairman WALSH. Very good.

Mr. PADGITT. When may I proceed? May I proceed now, Mr. Chairman?

Chairman WALSH. Yes; you may proceed now.

Mr. PADGITT. The point was in regard to talking around the country; that different ones in talking would lose time around their farms; that is the point I want to make clear, that—I do not mean to say that I do not allow a man freedom of speech, but I think every man has the right to talk or say anything he wishes; but the idea I intended to convey was that if his talking made him lose time from his farm and made him neglect his farm, that I then had a right to say something; but as long as he talked and then could attend to the farm, of course I would not consider that I should interfere with him in the least.

Chairman WALSH. Was that all, Mr. Padgitt?

Mr. PADGITT. I understand you are going to have Mr. Rives next.

Chairman WALSH. Yes.

Mr. PADGITT. He will tell you all about the recent trouble.

Chairman WALSH. Yes; I have a little outline that I am going to ask him about these specific things.

Mr. PADGITT. Yes; that is all right. I have a lot of memoranda here that probably might be appropos just at the present time, but it is a little history of the ranch; early history.

Chairman WALSH. What does it cover?

Mr. PADGITT. It goes back to 50 years ago.

Chairman WALSH. Have you got it in such shape that you could offer it into the record?

Mr. PADGITT. Well, I just have a little memorandum.

Chairman WALSH. May I ask you, then, that in regard to the historical part of it you kindly write it and submit it, and I will make it a part of your testimony and it will go into the permanent record of the commission.

Mr. PADGITT. That will be all right.

Chairman WALSH. I would much prefer to do it in that way. Write the historical part, and any suggestions you desire to make about the development of the whole situation, and I will be very glad to take it and make it a part of the permanent records, and it will go to the whole commission.

Mr. PADGITT. The only reason I thought it necessary to go back and bring it up to the present day was to show that on the ranch in regard to the colonization of it that generally we are considered substantial people, and that we are not inclined to do a tenant wrong.

Chairman WALSH. I would be very glad to have it.

Mr. PADGITT. On the other hand, we would rather do him good than do him any harm.

Chairman WALSH. Thank you, Mr. Padgitt.

Mr. RIVES.

TESTIMONY OF MR. C. A. RIVES.

Chairman WALSH. What is your name?

Mr. RIVES. C. A. Rives.

Chairman WALSH. What is your business?

Mr. RIVES. Real estate business.

Chairman WALSH. You live at Ryan?

Mr. RIVES. No; Hastings.

Chairman WALSH. In business for yourself?

Mr. RIVES. Yes, sir.

Chairman WALSH. I believe you were formerly the superintendent of the Padgitt estate?

Mr. RIVES. For five years, less one month.

Chairman WALSH. And you are the Mr. Rives that was spoken of here?

Mr. RIVES. I am the man; yes, sir.

Chairman WALSH. Please briefly sketch what your business life has been,

Mr. RIVES, since you grew up—what your development has been.

Mr. RIVES. Well, I was raised on a farm in Missouri and in Ellis County, Tex.

Chairman WALSH. What part of Missouri?

Mr. RIVES. Central part; and I taught school seven or eight years and have been in the grocery business and been in the collection business and hotel business and real estate business.

Chairman WALSH. Where had you been immediately prior to coming to the Padgitt ranch?

Mr. RIVES. Hastings, Okla.

Chairman WALSH. What was your business there?

Mr. RIVES. Real estate business.

Chairman WALSH. Had you known Mr. Padgitt before?

Mr. RIVES. Well, only a month or two prior to my going there.

Chairman WALSH. Briefly, how did you happen to get the position?

Mr. RIVES. I was taking home seekers to the Padgitt ranch in Texas—or rather, to another part of the ranch that did not belong to Mr. Padgitt; but they had sold that off, and they were colonizing that and I was taking home seekers down there and I got acquainted through Mr. Miller's agent.

Chairman WALSH. As a real estate man?

Mr. RIVES. As a real estate man.

Chairman WALSH. Did you go to the Padgitt estate from there?

Mr. RIVES. Yes; and became manager of that ranch. Mr. Padgitt was wanting a man, and he got my name—

Chairman WALSH (interrupting). I wish you would direct yourself to this trouble you have heard spoken of, and I want you to understand that we do not go into it simply because it is a little local piece of trouble, but because we are trying to gather the spirit that exists publicly and privately between landlord

and tenant. You get the point, I suppose, Mr. Rives? I wish you would go ahead and in your own way tell us how that trouble came up and how you undertook to handle it and all about it.

Mr. RIVES. Well, when I went on the ranch I didn't know anything particularly about socialism, and they had me to subscribe for the paper, and I took their Appeal to Reason, and they tried to make a Socialist out of me.

Chairman WALSH. Did you live with your family on this place?

Mr. RIVES. Yes, sir; on the ranch.

Chairman WALSH. What were your general duties?

Mr. RIVES. My general duties were just general supervision of the farm and the renting of those farms out and collecting the rent and seeing about the repairs.

Chairman WALSH. Did you farm any part of it yourself?

Mr. RIVES. I did not.

Chairman WALSH. And you lived in the house furnished by the estate?

Mr. RIVES. Well, it was partly furnished, and part of it we had some of our own furniture.

Chairman WALSH. Yes; but I mean the house was given you by the estate—the house was on the land?

Mr. RIVES. Yes; it was on the land.

Chairman WALSH. And how large a house was it?

Mr. RIVES. About a seven-room modern house.

Chairman WALSH. It was a modern house?

Mr. RIVES. Yes.

Chairman WALSH. That had been used by the owner of the place at a prior time?

Mr. RIVES. Yes, sir.

Chairman WALSH. And you lived in that with how many of your family?

Mr. RIVES. I had a wife and three children at the time and one was born while we were there.

Chairman WALSH. Very well. You may go ahead from that point, at which you were when I interrupted you. You took the Appeal to Reason?

Mr. RIVES. The Appeal to Reason; yes, sir; and when they found out I opposed socialism, just in a friendly way, I understand some of them—a great many of them—didn't like me. I was outspoken and told them very plainly what I thought about it; that I did not believe in it; but we got along all right for a few years. The first notice of trouble was in 1911. I can give the names of the individuals, if you want them.

Chairman WALSH. Please give the names of the individuals, and give the whole story.

Mr. RIVES. A man by the name of F. M. Johnson took part of the roof off of a shed barn and made beehives out of it. I tried to get him to put it back from time to time, but he would not do it. Mr. and Mrs. Padgett were out there on a trip and noticed that the roof was off of the barn and asked me if a storm had blown off the roof, and I told him how it happened. He said, "It is not a good idea to keep people on the farm that destroy property that way." I don't think he named Johnson. And when the time came around to make a new arrangement he asked me if he could stay on the place, and I told him no, and I told him why he could not.

In the same year a man by the name of Alford had a lease for 100 acres, and he wanted to lease an additional 50 acres that year. He came to me and attempted to dictate to me who should live here and who should live there, and talked to me in a very insulting manner, and when he came to me to rent the additional 50 acres I told him he could not have it, and I told him why.

We had another man by the name of Jim Futro that did not work as he should, and I let him go in 1911.

They were all three Socialists, but I let them all go for cause.

Chairman WALSH. What notice did you give them?

Mr. RIVES. I called on the farmers every few weeks, and when I saw that they would not make good I would say, "Mr. Brown, you can get another place next year."

Chairman WALSH. They were not put off right at the time?

Mr. RIVES. No, sir.

Chairman WALSH. Go ahead.

Mr. RIVES. Well, I have told about those three.

Chairman WALSH. Those were discharged for cause?

Mr. RIVES. Yes. That summer, shortly after that, there was a committee of three Socialists called at my residence and ask me to come away from the house, that they wanted to talk to me, and I went out to where they were, and they said they had had a meeting at the schoolhouse and they had found out I was renting out Socialists, and I told them I was not renting out Socialists, but treating them all alike, treating one man like another, and if they didn't make good I let them go. They gave me to understand that if I were going to rent out Socialists they were going to boycott our gin. I talked to them in a nice way.

Chairman WALSH. How many of them were there?

Mr. RIVES. Three.

Chairman WALSH. Who were they?

Mr. RIVES. T. D. Blackwell, a man by the name of Tomlinson, and W. H. Faircloth. I said, "If you boycott this gin I will make every Socialist on the ranch leave."

Well, it went on that way and I thought everybody was satisfied, and they did not boycott the gin.

Chairman WALSH. How could they have boycotted the gin?

Mr. RIVES. Just meet and have an understanding that they would take their cotton to some other gin.

Chairman WALSH. Go ahead, Mr. Rives.

Mr. RIVES. About the 3d of January I went over on a certain part of the ranch on a business matter, and a Socialist by the name of Frank Wilhelm said to me, "Mr. Rives, do you know some of the boys are going to leave you?" I said, "No, Frank; what is the matter?" He said, "They have a line-up here to leave, and they tried to get me to leave, but I said no; that I was going to work the farm I have rented." This man Alford was abandoning this 100 acres, and another man, by the name of Dalton, went away, and another man, Hayes, aimed to go, but failed to get a place. And they moved off without any notice to me, and left the farms on my hands. I didn't think they treated me right.

The next summer, 1912—up to that time the people in the community had taken sides—there was a great deal of confusion in the neighborhood, in the churches, and in the Sunday schools. The Socialist people kicked out of the union Sunday school and organized a Socialist Sunday school and called it the "Socialist Sunday school." It did not last very long—just a short time, as I understand it—and there was a good deal of confusion in the churches. I got most of my information on the church business from the church members and the preachers.

Chairman WALSH. Did the preachers take any side, one way or the other?

Mr. RIVES. Yes; well, in a way they did. They talked to the members and tried to get peace. I have a copy of a letter here from the pastor of the M. E. Church South. He lived at Talpa, Tex., a town about 18 miles from there.

Chairman WALSH. What is the general text of it, Mr. Rives? I am going to let you offer that in the record, because we are hurried.

Mr. RIVES. It is just a short letter.

Chairman WALSH. Well, read the whole letter.

Mr. RIVES. It is a little bit of it, from here down to here, that is all. [Reading:]

"Talpa, Tex., June 1, 1912. Mr. B. P. Allen, Leaday, Tex."

Mr. Allen was living at Leaday.

Chairman WALSH. What was Mr. Allen? Was he a landowner?

Mr. RIVES. No, sir; he was a mail carrier. [Continues reading:]

"Dear Sir and Brother:"

You understand there was an Anti-Socialist League there to combat socialism.

Chairman WALSH. Who got that up?

Mr. RIVES. The people of the community.

Chairman WALSH. Did you have anything to do with it yourself?

Mr. RIVES. I did as a citizen of the community.

Chairman WALSH. Did you have anything to do as an organizer or promoter; did you pay any of the expenses, or anything of that kind?

Mr. RIVES. I was secretary. They had me—the first night we met there were 33 members, and they appointed me secretary to go around and visit other members and get members for the organization; yes, sir.

Chairman WALSH. Did you contribute any money?

Mr. RIVES. Yes; I contributed some money. We sent off for some Anti-Socialist literature.

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Chairman WALSH. Was it your money that you contributed?

Mr. RIVES. Yes; we all put in our pro rata, about 10 cents apiece, I think.

Chairman WALSH. All the contributions were by the neighbors, or was there any from Mr. Padgett or anyone else?

Mr. RIVES. No; from Mr. Padgett none; no; nor no one else.

Chairman WALSH. Just yourselves?

Mr. RIVES. Yes.

Chairman WALSH. Go ahead.

Mr. RIVES (continues reading):

DEAR SIR AND BROTHER:

Replying to your invitation to speak on socialism at the Anti-Socialistic meeting on the third Thursday night in June, will say that it will give me pleasure to accept the invitation; but I can not say positively that it will be possible for me to be there, owing to the fact that I will attend lectures at Georgetown from the 10th to 19th. I might possibly get home by noon that day, and in that event could drive down. Could be with you the next night or some night the next week.

I want to congratulate you on the stand you people have taken against this menace to the happiness and prosperity of liberty-loving, God-fearing people.

With the light turned on and the fruits as well as tendencies of socialism exposed, it will be on the toboggan everywhere.

I have been driven and compelled to take a firm and definite stand, and will be found ready at all times to aid in the publicity of facts that show really what practiced socialism is.

Go ahead with your meeting; get another speaker, if you can, and if I get home in time I will run down to your meeting that night. With regards,

Yours, very truly,

GEORGE S. KORNEGAY,

Pastor Methodist Church South, Talpa, Tcr.

Chairman WALSH. What position did the other ministers take? Was there any division among them as to the issues?

Mr. RIVES. Well, I don't know about that.

Chairman WALSH. Well, do you recall any that favored the socialists?

Mr. RIVES. Well, there was a Christian preacher by the name of Carroll, or McCarroll, that favored socialism, and I was reliably——

Chairman WALSH. Will you let that go into the record?

Mr. RIVES. Yes. There was some influence brought to bear on him that he had either to quit socialism or quit the church, and he quit socialism. He told me with his own mouth, he said, "I have found out that socialism is all wrong, and I am going to put my time on the work of the Lord from now on."

Chairman WALSH. Where did the pressure come from to have him make his choice?

Mr. RIVES. I think it was from his church, or some of the members.

Chairman WALSH. From the people of his church?

Mr. RIVES. I imagine so. I can't say for sure.

Chairman WALSH. Were there any threats made against you as superintendent of that place?

Mr. RIVES. Well, I heard there were such. I heard there were threats that I would get fired.

Chairman WALSH. Any threats of personal violence?

Mr. RIVES. There was a man, a former manager whose horse had been shot while he was on the horse one dark night down in a ravine, and I had had my attention called to the fact, the way it was done, and I would be treated the same way.

Chairman WALSH. In what way; just state it.

Mr. RIVES. Well, I had been told that I would get done like Johnson.

Chairman WALSH. Was it by some person that you deemed to be of the opposition?

Mr. RIVES. No; it was persons, you see, that would not talk to me. They would talk to other parties, and the other parties would tell me.

Chairman WALSH. I see. Well, now, you could take that up and lead up to the closing of the schoolhouse, and the ending of the trouble, please?

Mr. RIVES. Well, the closing of the schoolhouse? I don't know what you mean by that.

Chairman WALSH. I think Mr. Padgett said that finally they were asked not to hold any meetings in the schoolhouse on the ranch?

Mr. RIVES. No; I think that is a mistake.

Chairman WALSH. That is a mistake? Maybe I made the mistake.

Mr. PADGITT. I did not make that statement.

Chairman WALSH. Maybe I made a mistake about it, then.

Mr. PADGITT. If you will allow me to reply, I wrote Mr. Rives to ask him to request the young fellow who was answering the socialist articles in the paper to discontinue if he could prevail upon him to do so.

Chairman WALSH. You might go ahead and sketch it, in your own way, the trouble from that point.

Mr. RIVES. Well, now, the people were beginning to line up against each other. And they talked from time to time, and had been talking for several months that they were going to have to do something to redeem the country from socialism and to check the growth of socialism. And so it was talked around, and they decided to meet, have meetings; the socialist people were meeting every week, and they said, "We ought to"—the people said, "We ought to meet and have an organization, just as the Socialists have, to fight against socialism, as they fight for it."

Chairman WALSH. How many did you finally get in your organization?

Mr. RIVES. We got 73, and a few that did not have their names enrolled. They were silent members, so to speak.

Chairman WALSH. Did you have a debate over the matter? Did you have a meeting?

Mr. RIVES. Yes; we had a meeting.

Chairman WALSH. How many meetings did you have?

Mr. RIVES. I don't remember, sir. We met occasionally for a while; we met regularly for three or four meetings, and then there was something happened and we skipped a few meetings, and then we met again along until about the first of the year.

Chairman WALSH. How many people would you say left; how many renters left on account of the difficulty, altogether?

Mr. RIVES. At the Padgitt ranch?

Chairman WALSH. Yes.

Mr. RIVES. I think there were six of them—six or seven.

Chairman WALSH. Did you ask some of them to bring their tenancy to a close?

Mr. RIVES. Did I ask them to go?

Chairman WALSH. Did you dismiss some of them, other than these three you have mentioned?

Mr. RIVES. Yes.

Chairman WALSH. How many?

Mr. RIVES. There were five or six or seven.

Chairman WALSH. What reason did you give them, Mr. Rives?

Mr. RIVES. I just told them I was afraid they were going to go back on me like this other bunch did on the 1st of January; and then the pressure got so great and the confusion was so great that the anti-Socialist people said they wouldn't stay on our land if we kept the Socialist people, and I preferred to keep the anti-Socialist people.

Chairman WALSH. Were all that you retained anti-Socialist people, or were some of the Socialists permitted to remain?

Mr. RIVES. There was not any Socialists permitted to remain.

Chairman WALSH. After you got through there were no Socialists on your place?

Mr. RIVES. Not that I know of.

Chairman WALSH. Was there action taken by any other landowners or agents in the neighborhood of about the same nature?

Mr. RIVES. No, sir.

Chairman WALSH. Yours was the only one, so far as you know, that met the matter openly?

Mr. RIVES. Yes.

Chairman WALSH. Were the tenants allowed to finish out their terms, or were they notified—

Mr. RIVES. Certainly.

Chairman WALSH. There were none left except, you say, those who left voluntarily?

Mr. RIVES. Yes.

Chairman WALSH. Did you have any talk with those who left voluntarily before they left, as to why they did leave?

Mr. RIVES. You mean those—

Chairman WALSH. The three you say that you had given notice to; had you any talk with those three at all about giving up their place?

Mr. RIVES. That was a year before.

Chairman WALSH. 1911?

Mr. RIVES. Yes.

Chairman WALSH. Did you have any talk with them about their leaving, the reason they were leaving, or anything of that sort?

Mr. RIVES. The only talk I had with the men—Mr. Alford talked to me about the addition of 50 acres.

Chairman WALSH. And you did not have any talk with the others?

Mr. RIVES. No, sir; not that I remember of.

Chairman WALSH. Do you remember Mr. Padgitt's testimony as to the length of time in which they had been on his place? I think that the longest of them had been there three years. Just what was that?

Mr. RIVES. I think Mr. Padgitt is mistaken about that.

Chairman WALSH. Make any correction that you think may be necessary.

Mr. RIVES. One family had been on that place—

Chairman WALSH. Commissioner Lennon says the longest one had been there five years. Is that correct, Mr. Padgitt?

Mr. PADGITT. That was the oldest tenant we have on my ranch?

Chairman WALSH. Yes; the tenant living there the longest.

Mr. PADGITT. The oldest tenant, I said, was on that ranch over five years.

Chairman WALSH. Well, go ahead. Make your own statement, Mr. Rives.

Mr. RIVES. The McBride people were on the land when I went there, and I went there in 1908.

Chairman WALSH. And these people, as a rule—these people that went off—were they all American people?

Mr. RIVES. I think so.

Chairman WALSH. Mr. Wilhelm evidently was not.

Mr. RIVES. Seems that was a foreign name, but he was an American man.

Chairman WALSH. An American—native American?

Mr. RIVES. Yes.

Chairman WALSH. His—what is the ancestry, generally, of those tenant farmers?

Mr. RIVES. Southern people, mostly.

Chairman WALSH. And these were southern people?

Mr. RIVES. Yes, sir; so far as I know.

Chairman WALSH. And how long had they been Socialists?

Mr. RIVES. I don't know, sir.

Chairman WALSH. As a rule, were they good farmers?

Mr. RIVES. Well, they were just an average; some good, some bad, and some medium.

Chairman WALSH. Now, I am hurrying through a little this morning, Mr. Rives. Is there anything else connected with that particular outbreak there, that particular trouble, that you would like to mention that I have not called your attention to?

Mr. RIVES. Well, you wanted to know about the schoolhouse business.

Chairman WALSH. Yes; I overlooked that.

Mr. RIVES. Well, we informed them around that we were going to have a meeting at the schoolhouse; and the Socialists got word that we were going to meet at the schoolhouse, and they sent out runners and phoned all over the country and gathered together, and began to gather in the schoolhouse; and some of the boys says if we meet with the Socialists we will have trouble, and we don't want any trouble, and let's go to the Woodman Hall; and we saw the manager of the hall and got permission to meet in the Woodman Hall to avoid trouble; and we met there. And when they found we were in the Woodman Hall they left their meeting and came down there and some of them talked rather bad about it.

Chairman WALSH. What was the distinct purpose of your meeting at the Woodman Hall?

Mr. RIVES. Just to have an anti-Socialist meeting to perfect an organization.

Chairman WALSH. Just to perfect the organization?

Mr. RIVES. Yes, sir.

Chairman WALSH. Not supposed to be a public hearing or discussion, or speeches made to the public?

Mr. RIVES. Nothing to the public; no, sir. We were just going to discuss ways and means to handle the thing.

Chairman WALSH. Proceed.

Mr. RIVES. And we told the Socialists the object of our meeting, and we says, "Boys, we might say something that would offend you, and we would rather you would not be present this time. You can meet with us any time after this." So they got mad about it and went away and made threats that they were going to meet with us any time, and had a great wrangle about it, and were going to send some of the boys to the penitentiary for meeting behind closed doors; and they got up a long petition—Socialist petition to the sheriff—to have a deputy sheriff appointed, and they wanted a deputy sheriff down there immediately; but that all blew over, and we had our meetings there and they had theirs, and the thing just went on in a general way.

Chairman WALSH. Was there any compulsion on either side to keep the others from speaking at the schoolhouses?

Mr. RIVES. No, sir.

Chairman WALSH. Did you deny the use of the schoolhouse to the other side?

Mr. RIVES. No, sir.

Chairman WALSH. Did you ever request that meetings should not be held in the schoolhouse?

Mr. RIVES. No, sir.

Chairman WALSH. After you got under way, were meetings held in the ordinary way in the schoolhouses by both sides?

Mr. RIVES. No, sir; we continued to meet in the Woodman Hall.

Chairman WALSH. Did you have debates between both sides?

Mr. RIVES. No, sir; not in our meetings.

Chairman WALSH. In the Socialist meetings, were the conditions as to farm tenants discussed, and the conditions of the farms and houses and the crops raised, and such as that?

Mr. RIVES. The Socialist meetings, I didn't attend them, and I don't know what they did—what they discussed, only as I heard of it.

Chairman WALSH. What did you hear they discussed? Were they discussing their conditions?

Mr. RIVES. I don't know, sir.

Chairman WALSH. Did you hear they were discussing their conditions?

Mr. RIVES. Well, it was understood they were discussing socialism.

Chairman WALSH. Well, as you understood it, did that include the personal condition of the man on the ranch, as it was, and how they lived, what they earned, and the way the product of the soil was divided, and such things as that?

Mr. RIVES. I don't know about that.

Chairman WALSH. You don't know?

Mr. RIVES. No.

Chairman WALSH. You never did ascertain what they were saying or what they were talking about?

Mr. RIVES. No, sir; we didn't bother anything about that affair—their meetings.

Chairman WALSH. The schoolhouses that were located on the Padgett Ranch, were they owned by the Padgett estate or by the county?

Mr. RIVES. They were owned by the county at that time. I think, formerly, the Padgett people built the house and donated it to the county.

Chairman WALSH. And the teachers were furnished by the county?

Mr. RIVES. Yes; under the public system of the State.

Chairman WALSH. Did the teachers take any part in the controversy?

Mr. RIVES. No, sir.

Chairman WALSH. And did the—well, you have detailed what the ministers did. That is all; thank you, Mr. Rives.

Mr. Davis—W. T. Davis.

TESTIMONY OF MR. WILLIAM T. DAVIS.

Chairman WALSH. What is your name?

Mr. DAVIS. W. T. Davis.

Chairman WALSH. What does the "W" stand for?

Mr. DAVIS. William Travis.

Chairman WALSH. Where do you live?

Mr. DAVIS. I live in Coleman County.

Chairman WALSH. What is your business, please?

Mr. DAVIS. I am a farmer.

Chairman WALSH. You are a native of what State?

Mr. DAVIS. Texas.

Chairman WALSH. And what is your ancestry? Where did you come from to Texas with your family?

Mr. DAVIS. I was born and raised in the State and never out of it.

Chairman WALSH. Your father came from where?

Mr. DAVIS. Kentucky.

Chairman WALSH. And your mother came from where?

Mr. DAVIS. Mississippi.

Chairman WALSH. Your ancestry is southern all the way back?

Mr. DAVIS. Yes.

Chairman WALSH. How many children have you?

Mr. DAVIS. Ten living.

Chairman WALSH. Are you a farmer now?

Mr. DAVIS. Yes.

Chairman WALSH. Are you a tenant or an owner?

Mr. DAVIS. I bought land, but I am under lease contract.

Chairman WALSH. How much land have you that you bought?

Mr. DAVIS. One hundred and eighty-five acres. I bought 195 acres, but I lost 10 acres of it.

Chairman WALSH. How much have you paid down on it?

Mr. DAVIS. I paid \$500 when I bought it.

Chairman WALSH. Is it tillable land?

Mr. DAVIS. Yes.

Chairman WALSH. How long have you owned it?

Mr. DAVIS. Ten years.

Chairman WALSH. Is it being worked?

Mr. DAVIS. Yes.

Chairman WALSH. By whom?

Mr. DAVIS. By me and my family.

Chairman WALSH. Did you buy that from the savings--from your earnings as a tenant farmer?

Mr. DAVIS. Yes.

Chairman WALSH. That was the source of the money with which you bought it? You earned it when you were working as a tenant?

Mr. DAVIS. Yes; I earned it working as a tenant.

Chairman WALSH. I wish you would briefly state, if you can, Mr. Davis, what your history has been since you grew up and went into business for yourself. Did you begin as a tenant? Just describe your history down to the present time.

Mr. DAVIS. Yes, sir; I began as a tenant. I went on a farm as manager when I was 14 years old.

Chairman WALSH. Manager for whom?

Mr. DAVIS. For my mother and one sister and myself.

Chairman WALSH. Was that in Texas?

Mr. DAVIS. Yes; in Brazos County. That is where I was reared. I was born west on the Guadalupe River, in Gillespie County. My father moved from there back west on account of the Indians being bad, after I was born. I went on the farm as farm manager when I was 14, after my father died, with my mother and one sister, and I have been on a farm ever since.

Chairman WALSH. How long did you remain as manager?

Mr. DAVIS. Sixteen years that my mother lived a widow.

Chairman WALSH. Were you paid a salary, or did you have a part of the proceeds?

Mr. DAVIS. I had a part of the proceeds.

Chairman WALSH. At the end of the 16 years, when you left there, did you buy a place, or did you rent a place?

Mr. DAVIS. I rented.

Chairman WALSH. Who did you rent from next?

Mr. DAVIS. From different parties, a number of them; I could not go back and give them all.

Chairman WALSH. What was the largest and what was the smallest amount of land you farmed since you left your mother's place?

Mr. DAVIS. When we lived in Brazos County, we could not attend to much more land than 15 acres, that was as much as you could manage, because it rains a lot, and the condition of the land.

Chairman WALSH. Did your family work on the land as they grew up?
 Mr. DAVIS. Yes.
 Chairman WALSH. How were they divided as to boys and girls?
 Mr. DAVIS. They all worked in the field.
 Chairman WALSH. How many boys have you, and how many girls?
 Mr. DAVIS. Five boys and five girls.
 Chairman WALSH. Did your wife work on the place all the time?
 Mr. DAVIS. No; my wife has not worked much in the field.
 Chairman WALSH. But she did work some on the place?
 Mr. DAVIS. Yes.
 Chairman WALSH. She keeps house for the family?
 Mr. DAVIS. Yes.
 Chairman WALSH. And raised the children?
 Mr. DAVIS. Yes.
 Chairman WALSH. And made their clothes?
 Mr. DAVIS. Yes.
 Chairman WALSH. And did the cooking for the family?
 Mr. DAVIS. Yes.
 Chairman WALSH. Did she do any work in the field at all?
 Mr. DAVIS. Once in a while.
 Chairman WALSH. What kind of work did she do in the field?
 Mr. DAVIS. Well, she worked in the garden, and sometimes hoed a little, and picked a little cotton.
 Chairman WALSH. Did you keep chickens, and a cow, and so forth?
 Mr. DAVIS. Yes.
 Chairman WALSH. What is your land worth now?
 Mr. DAVIS. I reckon it is worth about \$40 an acre.
 Chairman WALSH. Is it clear?
 Mr. DAVIS. No.
 Chairman WALSH. There is an incumbrance on it?
 Mr. DAVIS. Yes.
 Chairman WALSH. Now, the land you have under lease, what sort of a contract have you?
 Mr. DAVIS. I have a written contract, I have the contract with me.
 Chairman WALSH. Would you have any objection to letting us see it?
 Mr. DAVIS. No; here it is.
 (The contract so offered by the witness appears at the end of this subject as "Davis Exhibit.")
 Chairman WALSH. How long have you been on this place?
 Mr. DAVIS. For the past 10 years.
 Chairman WALSH. On this same place?
 Mr. DAVIS. Yes.
 Chairman WALSH. How much land have you here now under lease?
 Mr. DAVIS. I have 185 acres.
 Chairman WALSH. One hundred and eighty-five acres?
 Mr. DAVIS. Yes.
 Chairman WALSH. Have you been renting from Mr. Miller all of that 10 years?
 Mr. DAVIS. No; I bought this land from Mr. Padgett and gave him \$20 an acre for it as raw land.
 Chairman WALSH. Is that the land you own?
 Mr. DAVIS. Yes.
 Chairman WALSH. How about the amount of land you had leased; I thought you said you were renting some land also.
 Mr. DAVIS. Yes; I am renting the place adjoining it.
 Chairman WALSH. Do you work that yourself?
 Mr. DAVIS. Yes.
 Chairman WALSH. How much land do you rent?
 Mr. DAVIS. Forty-five acres in cultivation on the tract I got leased.
 Chairman WALSH. What do you raise on that land you have leased?
 Mr. DAVIS. I raise cotton. There was nothing on it this last year but cotton.
 Chairman WALSH. How much cotton did you raise on it?
 Mr. DAVIS. I made 20 bales. My object in securing this land was only to get the grass; I paid 25 cents an acre for the grass.
 Chairman WALSH. Please tell us what stock you raise.
 Mr. DAVIS. I keep cattle and sheep.

9122 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

Chairman WALSH. How many cattle and how many sheep have you?

Mr. DAVIS. Sixteen head of cattle and 25 head of sheep, and some hogs and chickens and a few ducks.

Chairman WALSH. Were you on the Padgett estate at the time this trouble came up you heard testified to here?

Mr. DAVIS. Yes.

Chairman WALSH. Just go ahead. Mr. Davis, if you will, please, and tell us in your own way, as you recollect, how it developed, and the circumstances of it generally.

Mr. DAVIS. Well there was a Socialist local organized at the schoolhouse at Loday. I was one of the parties that went into the organization.

Chairman WALSH. You had studied the subject, had you?

Mr. DAVIS. Yes.

Chairman WALSH. Proceed, Mr. Davis.

Mr. DAVIS. There was opposition against it from Mr. Rives and Mr. Padgett.

Chairman WALSH. Did you ever talk to Mr. Rives about it personally?

Mr. DAVIS. No.

Chairman WALSH. Go ahead.

Mr. DAVIS. And some parties that was in the organization became a little unruly in regard to things that had been said, and, of course, it made things worse; and Mr. Rives organized an Anti-Socialist local, and they proceeded to do business behind closed doors and refused a man entrance to the hall, the hall belonging to the Woodmen.

Chairman WALSH. Did they refuse that on more than one occasion, at more than the first meeting, or just at the first meeting?

Mr. DAVIS. Just at the first meeting.

Chairman WALSH. Go ahead.

Mr. DAVIS. There was quite a number in that local. There was one pastor in the local, W. W. Lancaster.

Chairman WALSH. What church did he belong to?

Mr. DAVIS. A Congregational Methodist. There were a few church members in the local; I was one myself; I belong to the Baptist Church. I went into the organization when it was organized. Now, they had a union Sunday school.

Chairman WALSH. That means a union of the churches, a religious union?

Mr. DAVIS. Yes; and I was superintendent of the Sunday school 18 months, and if there has been a Socialist Sunday school organized there I have never heard anything about it.

Chairman WALSH. Did you know anything about the dismissal of these tenants that has been spoken of?

Mr. DAVIS. Yes.

Chairman WALSH. Please tell us all you know about that.

Mr. DAVIS. Why, they was told when they gathered the crops they could walk; they would not rent to Socialists any more.

Chairman WALSH. Were all those that were turned away Socialists?

Mr. DAVIS. Yes; well, I don't know that they are all Socialists; some went away that did not belong to that local. I don't know whether they were Socialists or not.

Chairman WALSH. Was there satisfaction or dissatisfaction among the tenants prior to 1911, when this organization was had there? Was there unrest among the tenants or were they satisfied?

Mr. DAVIS. They were confused.

Chairman WALSH. What was the cause of the confusion?

Mr. DAVIS. The conditions.

Chairman WALSH. Describe the conditions briefly, if you can. I see, Mr. Davis, that you have a paper in your hand; was there something you wished to offer?

Mr. DAVIS. Yes.

Chairman WALSH. What is it?

Mr. DAVIS. I have here the names of the men that were excused.

Chairman WALSH. Give their names.

Mr. DAVIS. E. D. Alford, G. D. McBride, W. W. Lancaster, Pat Dunning, E. C. McBride, a Mr. Creel, and Marion Johnson.

Chairman WALSH. Did you know all those people?

Mr. DAVIS. Yes.

Chairman WALSH. And did you know their families?

Mr. DAVIS. Yes.

Chairman WALSH. Can give the members of their families?

Mr. DAVIS. No, sir.

Chairman WALSH. Did you talk to these people about the circumstances under which they were compelled to leave?

Mr. DAVIS. No; I didn't question them.

Chairman WALSH. Was there any general movement on the part of the tenants with reference to the dismissal of the tenants? Was there any action taken collectively by the tenants in the neighborhood?

Mr. DAVIS. Not that I know of.

Chairman WALSH. Where did these people go?

Mr. DAVIS. Some rented from Mr. Miller; some went to Oklahoma.

Chairman WALSH. How much land has Mr. Miller?

Mr. DAVIS. I don't know how much land he has.

Chairman WALSH. I am going to ask you to describe some of the conditions; first, would you say that you were a typical farmer of that neighborhood?

Mr. DAVIS. Yes, sir.

Chairman WALSH. That is, you have a large family and you do your work about like the other farmers do their work, Mr. Davis?

Mr. DAVIS. Yes.

Chairman WALSH. But you started out 10 years ago with this land?

Mr. DAVIS. Yes.

Chairman WALSH. And when you bought that land, were all of your earnings those that you made as a tenant on your mother's land, or had you farmed other land that you had leased?

Mr. DAVIS. Yes; I had farmed other land I had leased.

Chairman WALSH. So that all the money you had to buy land with you had earned on your mother's land or on the land of other landlords?

Mr. DAVIS. Yes.

Chairman WALSH. Are the houses on these farms large enough houses for the average family on the tenant farms?

Mr. DAVIS. No.

Chairman WALSH. Why not?

Mr. DAVIS. Well, they are reasonably comfortable and large enough for a man and his wife and two children.

Chairman WALSH. Do they have more than two children, as a rule?

Mr. DAVIS. Yes, sir; I think so.

Chairman WALSH. So that your criticism would be that the houses are not large enough for the families that occupy them?

Mr. DAVIS. Not for some of the families.

Chairman WALSH. Are they kept in good repair?

Mr. DAVIS. Tolerably good.

Chairman WALSH. Have you observed any sickness in the community caused by improper housing?

Mr. DAVIS. No, sir.

Chairman WALSH. Is there much overcrowding of the sleeping rooms in these houses?

Mr. DAVIS. Yes, sir; largely there is.

Chairman WALSH. Is that usual or unusual, that overcrowding that way?

Mr. DAVIS. It is a little unusual.

Chairman WALSH. Do the landlords improve the tenant houses readily and willingly?

Mr. DAVIS. No, sir; I don't think they do, according to that contract; according to that contract you are required to keep them up yourself and improve them yourself.

Chairman WALSH. Do the landlords appear to feel any responsibility for the social conditions of their tenants, and their housing?

Mr. DAVIS. No, sir; the main object is to get a man that will work the land with a big force and plenty of teams and push the mules down the road.

Chairman WALSH. What do you mean by "plenty of force"?

Mr. DAVIS. A large number of children.

Chairman WALSH. At what age do those children go to work on the farms?

Mr. DAVIS. Just as soon as they can pull a cotton sack or hoe.

Chairman WALSH. What age would that be?

Mr. DAVIS. It runs from about seven, on up.

Chairman WALSH. Do the tenants appear to have proper consideration for the property of their landlords?

Mr. DAVIS. Some are a little negligent, a little careless in that particular.

9122 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

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Chairman WALSH. Did you know all those people?

Mr. DAVIS. Yes.

Chairman WALSH. And did you know their families?

Mr. DAVIS. Yes.

Chairman WALSH. What is the actual interest paid by the tenants on chattel mortgages in your section?

Mr. DAVIS. About 10 per cent.

Chairman WALSH. Is there any difference made in the charge for the stuff bought if it is bought on long time?

Mr. DAVIS. Yes, sir; there is a credit price and a cash price.

Chairman WALSH. What is the difference between the credit price and the cash price?

Mr. DAVIS. It runs from about 50 to 60 per cent.

Chairman WALSH. Do you mean it is—do you mean the credit price is 50 or 60 per cent higher than the cash price?

Mr. DAVIS. Yes.

Chairman WALSH. How much land can a one-team tenant farmer farm?

Mr. DAVIS. Seventy-five acres.

Chairman WALSH. What would his least income be ordinarily if he has a good, fair crop, fair crop conditions, and fair price?

Mr. DAVIS. I never have been able to figure that out, simply because I never have been able to find anything on a farm whereon you could base the figures.

Chairman WALSH. You have been unable to find it out?

Mr. DAVIS. Yes, sir.

Chairman WALSH. You have tried to do it?

Mr. DAVIS. Yes, sir; there is nothing on a farm you can base any figures on at all—nothing whatever.

Chairman WALSH. Is there any unrest among the tenants at the present time?

Mr. DAVIS. Why, yes; right smart.

Chairman WALSH. First, is the unrest growing or diminishing?

Mr. DAVIS. Why, they can not see nothing in the future. They look back over their past life and it is spent and nothing accumulated for old age, and they can not see nothing in the future.

Chairman WALSH. Would you say, from your experience, that that is inherent in the character of the man or comes from the system?

Mr. DAVIS. Comes from the system evidently.

Chairman WALSH. Are these tenants you have met, these tenant farmers, average men so far as their morals are concerned, and industry and integrity?

Mr. DAVIS. Yes, sir. Now, of those men I mentioned there are all of them hard-working men, honest, truthful men, and wealth producers, except one of them. There is one of them that I could not vouch for.

Chairman WALSH. Well, is there any feeling on the part of the tenants? What is the feeling on the part of the tenants that they are treated fairly or discriminated against?

Mr. DAVIS. Well, discriminated against.

Chairman WALSH. I wish you would, so far as you can, voice into the record here what they claim about the discriminations and causes of unrest, and what their complaints are?

Mr. DAVIS. Well, different things. One thing is the nature of this rent contract, you know, and another thing, it is the lack of capital to carry on their expenses on the farm. That is a big trouble, you see, on the farm.

Chairman WALSH. What do they blame it on—their lack of capital?

Mr. DAVIS. Why, they blame it on hoarded wealth.

Chairman WALSH. Hoarded wealth?

Mr. DAVIS. Hoarded wealth, yes.

Chairman WALSH. How about school facilities for the children, Mr. Davis?

Mr. DAVIS. Why, in sections they are poor.

Chairman WALSH. How old is your oldest child?

Mr. DAVIS. My oldest child is dead.

Chairman WALSH. How old is the oldest living?

Mr. DAVIS. He is thirty-odd years old.

Chairman WALSH. What business is he in?

Mr. DAVIS. Farmer.

Chairman WALSH. Does he own or rent?

Mr. DAVIS. He rents. He lives in Brazos County.

Chairman WALSH. Has he a family?

Mr. DAVIS. Yes, sir.

Chairman WALSH. How long did he stay on your place? What age was he when he left here?

Mr. DAVIS. He was 21 when he left me.

Chairman WALSH. Twenty-one?

Mr. DAVIS. Yes.

Chairman WALSH. Now, up to the time he came of age he worked with you on the place?

Mr. DAVIS. Yes, sir.

Chairman WALSH. Took a hand's part?

Mr. DAVIS. Yes, sir.

Chairman WALSH. Up until that time?

Mr. DAVIS. Yes, sir.

Chairman WALSH. How much schooling did he get?

Mr. DAVIS. He didn't get much schooling.

Chairman WALSH. What was the reason?

Mr. DAVIS. Well, one reason, he would not go to school.

Chairman WALSH. Now, did you have any other boy that stayed with you until he was 21?

Mr. DAVIS. No; my oldest son left me before he was 21.

Chairman WALSH. Where did he go?

Mr. DAVIS. When he died he was turning his twenty-first year.

Chairman WALSH. Did he work as a hand on the place?

Mr. DAVIS. Yes.

Chairman WALSH. Go to school?

Mr. DAVIS. Yes.

Chairman WALSH. How much schooling did the girls get?

Mr. DAVIS. Well, they got a right smart schooling. They got to read and write.

Chairman WALSH. So they could read and write? How many years did they go to school?

Mr. DAVIS. Well, some of them went to school as much as two years.

Chairman WALSH. As much as two years?

Mr. DAVIS. Yes; and some three.

Chairman WALSH. Any longer than that?

Mr. DAVIS. No, sir.

Chairman WALSH. They went to the country school in the neighborhood?

Mr. DAVIS. Yes.

Chairman WALSH. Did the operations of your farm have anything to do with cutting down the time that the children went to school?

Mr. DAVIS. A whole lot.

Chairman WALSH. A lot of time?

Mr. DAVIS. Yes.

Chairman WALSH. Did you have any desire, Mr. Davis, in connection with your children going to school and going to high school, and perhaps getting into some other line of business or some of the professions?

Mr. DAVIS. No; it was not my desire that they should go into any other business. But my desire was for them to stay on the farm.

Chairman WALSH. As renters?

Mr. DAVIS. No.

Chairman WALSH. What was your desire with respect to them?

Mr. DAVIS. I would rather that they become tillers of the soil.

Chairman WALSH. Your idea was that that was a useful life?

Mr. DAVIS. Yes.

Chairman WALSH. A contented life to lead?

Mr. DAVIS. Yes; a legitimate life, a happy life, a useful life, useful to humanity, useful to all developments of every nature.

Chairman WALSH. And it was your desire that your children should follow in your footsteps and that of your ancestors?

Mr. DAVIS. Yes.

Chairman WALSH. And remain on the soil?

Mr. DAVIS. Yes.

Chairman WALSH. And are they doing it?

Mr. DAVIS. Yes, sir.

Chairman WALSH. Your girls are married, are they?

Mr. DAVIS. Yes, sir.

Chairman WALSH. Married farmers?

Mr. DAVIS. All but one.

Chairman WALSH. And are the farmers renters or owners?

Mr. DAVIS. Some of them are landowners.

Chairman WALSH. Are some landowners and some renters and became landowners after they married into your family?

Mr. DAVIS. Yes.

Chairman WALSH. Some of them were formerly renters?

Mr. DAVIS. Yes.

Chairman WALSH. And they were thrifty enough to acquire homes of their own?

Mr. DAVIS. Yes, sir.

Chairman WALSH. Do they all live in the State of Texas?

Mr. DAVIS. Yes, sir.

Chairman WALSH. Now, is there any statement that you would like to make, Mr. Davis? I notice you have been sitting here during a large part of the time.

Mr. DAVIS. Yes.

Chairman WALSH. If there is any suggestion that you would care to make that you think would help us in our work, we will be very glad to have you do it.

Commissioner LENNON. I would like to ask you whether, when you say that some of your children went to school two years, whether you mean to spread that over a number of years or is just during two years' terms?

Mr. DAVIS. Just two years' terms.

Chairman WALSH. Was there anything else you wished to say?

Mr. DAVIS. I do not know there is anything that I could say to advantage, unless along the line of farming business.

Chairman WALSH. Then we are very much obliged to you. You will be finally excused.

Prof. Granbery.

TESTIMONY OF PROF. JOHN C. GRANBERY.

Chairman WALSH. What is your name?

Prof. GRANBERY. John C. Granbery.

Chairman WALSH. What is your profession, please—your avocation?

Prof. GRANBERY. I am a minister of the gospel and at present I am a professor of sociology and economics in Southwestern University, Georgetown, Tex. I say I am a minister because, in my own mind and in most of my life, that has been my business and it is still my conception of my work.

Chairman WALSH. How long have you been in the ministry—since your ordination how long has it been?

Prof. GRANBERY. Nearly 20 years.

Chairman WALSH. What was your ancestry, so far as avocations were concerned.

Prof. GRANBERY. My father was a Methodist preacher.

Chairman WALSH. We have just called you for one purpose. Mr. Holman suggests that you briefly, if you would, please give us your idea of the responsibility of the rural preacher and the way he discharges it.

Prof. GRANBERY. Well, I have served for 12 full years as a country pastor, or in small towns in Virginia, Maryland, West Virginia, and Kentucky. But I have not been in Texas quite two years; I have been over a good part of the State, however. And I have some convictions on this subject, and you may discount them if you choose; they are from my training and environment. I place great emphasis upon the personal and ethical element, almost altogether so, as compared with other phases that have been brought out.

Now, the country church may be—it is right now—a social force in two respects. One is that it is the center of sociability. It is a democratic place. The people meet there and they do things together there. In a second respect, in which it is a social force, is that it inculcates the personal virtues and conventional morality. Aside from those two aspects, the country church is a stronghold of individualism, as the country itself is. The religion is individualistic; the minister is individualistic. The people are so. He is evangelistic and revivalistic; that is, preaching personal salvation of the soul for another world and inculcating the primary moral virtues and conventional morality. But, as I say, the whole standard is intensely individual. Evangelistic—well, I am not going into that further.

Now, in my judgment the church, the country church, and the country preacher are the key to this whole situation. The whole tenantry problem, the country problem, the rural problem, the social unrest, and it is to-day that the country, confining myself for the minute to that phase, could be reached in a most effective way, and ultimately will only be reached through the country

church and what the country church stands for and must stand for. That is the way I look at it.

Now, not to argue the case, I look at it in this way: Suppose that the country preacher took a social point of view, and suppose the church did. I have no harsh criticism to make of the country church or the country preacher. The country preacher is a hero. He is in my church under the system that I am familiar with. If I were on the outside, I would say he was either a hero or a fool. I am on the inside, and I know he is a hero. I know what he has to put up with and all that sort of thing, and the books he has to read for his preparation are books of bygone days that have no relation to the things that he does now—no very direct relation. And the conferences he attends and the powers that be from whom he gets his inspiration do not take this social standpoint of which I speak.

Now, suppose he did take that social standpoint, what would he do? I think I can indicate in just a moment what he would do, and you may for yourself judge what the effect would be. I do not emphasize in my mind the kindly deeds, the manifestations of altruism, that go under the general name of social service. That would be part of it, to be sure. But my idea is that he himself will be thoroughly socialized in his thinking, with reference to sin, salvation, and the whole category of what he talks about, so that he will think of sin not from an individual but from a social standpoint. I am going to be specific and state exactly what I mean.

Take the land question. What does the Gospel teach on that subject? I have respect for my friends who think country preachers ought to be trained in scientific agriculture. The preacher would be better off if he were. But I do not emphasize that at all. I think it would be helpful to him, and he ought to know something about it. But this is one thing he ought to know; he ought to know that the book which he calls the Bible, from which he preaches, says: "The earth is the Lord's and the fullness thereof."

Now, the land was placed there by the one of whom he preaches, the Heavenly Father, and he placed it there for His children, so that no one from the religious standpoint, discussing it absolutely from the religious standpoint, and that is my standpoint, could say, "This is mine" in any sense of absolute ownership. That is absurd to my mind. But how to put this in effect, how this is going to work out, I am not saying. I am just saying that from the religious standpoint he must be true to this, that the land is His (Jehovah's). Well, now, I will give another illustration:

The other day down in my county, Williamson County, oil was found near my town. A young man asked me this question: "Now, if I owned land and oil is found on that land, isn't that oil mine?" "Why, no," I said, "not morally, not from a moral standpoint it isn't." "Why?" he asked. "Why," I said, "because the Heavenly Father put it there for all of His children, and you are only one of them."

I will give you another illustration. I was pastor in Virginia in a little country town which is dominated by a wealthy family. I am not at this time going to tell everything that is in that word "dominated," but there is a good deal. Now, here are some very valuable mineral springs. They employ two or three people there to bottle the water and to ship it. Then they simply sit there, and the water is sent to the people for rheumatism, and so on. They do not have to work.

Then I was pastor in another small town where I had as a member of my church a multimillionaire, a man just about approaching middle life, hardly in middle life. He had started as a poor country boy. But the State geologist had found there was coal under some of that land, and he had taken some options on the land, and in the four years preceding the time I was there he had, I think, doubled his holdings and amassed his wealth. And he died just recently, hardly in middle life, a multimillionaire.

I just give you these illustrations to show the economic significance, as I understand it, of the Gospel which this man is to preach. He can not be a specialist in economics. It would be a very good thing if he were. I am not saying he is to go into remedies or know much about farming and all that. It would be a good thing if he did. But I am saying that if he is a minister and sees sin and salvation and all the rest from a social standpoint and preaches safely that message—if it were simply one man that did it that would not help much, but if there were many that did it I believe you would be getting more effectually into the heart of the questions which you are considering them otherwise.

Now, just one other thing on that point. Let us imagine a case. I do not mean to bring in any personal case at all. Suppose that there is a landlord or landowner who says to his tenant, "As long as you are a good, honest, faithful man you may be a Republican, Socialist, Democrat, anything you wish, Prohibitionist if you choose. But I will not have any agitation from you. We don't want any political agitation, anything stirred up here." Well, now, the trouble in the church is where the church takes that stand. The landlord may say, "Our business is to make money here." The church also says its business is to preach the "gospel" to save souls in heaven. "We want no Socialists or any teaching that will stir up the people. Whatever may be your views individually we want nothing of that sort."

It is that attitude on the part of the church, as I see it, that is at the bottom, in a measure, and in a very great measure, of the social unrest.

When the landlord says, "This land is mine, I have a right to run my business as I choose, and I will not have this or that" he is creating more discontent and is feeding the very extreme elements of society—I started to say radical, but you can not be too radical; I mean you can not go to the root of the thing too thoroughly. So I think it is the case that when the preacher of religion tries to suppress this particular discussion and the aspirations of the people he is stirring up more discontent than anything else. That is just my idea of it.

Chairman WALSH. How does the rural preacher meet the duty and responsibility on the average which you have mentioned and is his teaching such that he will naturally go into social abuses or touch upon those things which, as interpret what you say, are good for the salvation of mankind and his morals, and that might be said in this day and age to be social and industrial?

Prof. GRANBERRY. The country preacher, as I have indicated, does not see things from that standpoint at all. He does not read those books. He does not come in contact with those papers. His whole training is in reference to a different program. There are certain things expected of him. One is to get up the collections. It is hard enough and the collections are meager enough. It is hard work. Another thing is that he shall report a certain number of accessions, and the emphasis is on what he calls the revival, etc. It is a different realm, you see—an entirely different world.

Chairman WALSH. Now, is there anything else you would care to say, Mr. Granbery, upon this particular topic?

Prof. GRANBERRY. Well, a great many things have occurred to me from time to time, but they are such things as any person of common sense could think of, such as this, for instance. I will give you an illustration. There are a thousand things of this sort. Take the housing question. These questions are largely questions of personality and morality. The poor man who owns his home is no more apt possibly to have screens in his home and to have sanitary conditions around his home and all that sort of thing than the renter. He is a little more apt to, having home ownership. In other words, what he needs is religion and education whether he is a home owner or not. In my little town there are negroes who live in the most wretched conditions and own their own homes.

I will just give you one other illustration before I leave the stand of the way in which the church might do something and of the way it has blundered sometimes. It is rather ridiculous; it comes to my mind as a country preacher in Virginia. We used to have in those days all-day meetings, all-day revival meetings. The people would come out and have preaching morning and afternoon. Of course a great deal of good was done and a great many people would get converted over again every year. Why? Because there were no arrangements there—we know about the hookworm now since the magazines have explained it, and, just to put it frankly, the people had the hookworm. But that is not the point entirely, but the point is that that church meeting made the people have the hookworm. That is, they all came there to that church meeting, and there were no outhouses or anything of that sort, and the conditions, the sanitary conditions, were such that the hookworm was transmitted. It was transmitted through the barefooted children out there in the country at that country church. Now, there was a church saving those souls year after year and itself creating the conditions right around the church which made the people anemic, weak willed—weak in their bodies and minds. That is all.

Chairman WALSH. Thank you very much.
Mr. W. S. Noble.

STATEMENT OF MR. W. S. NOBLE—Recalled.

Chairman WALSH. Mr. Noble, I told you the other day that I would recall you. Please take the chair. There are a few questions I would like to ask you, and I simply want to suggest that we are forced to economize our time in order to adjourn to-morrow afternoon. Now, I asked a few of the general questions prior to putting this witness, Mr. Stewart, on the stand, and so you have given the activities of the renters' union and the general organization of the land league already.

Mr. NOBLE. If you will permit me, I would like to submit, without taking up the time of explaining, both the old constitution of the renters' union as well as the declaration of purposes of the land league and the new amendments.

Chairman WALSH. Very good. Just let them be put into the record, then.

Mr. NOBLE. I will let this be filed without any comment.

(The witness here submitted a pamphlet entitled "Renters' Union Catechism and Constitution," issued by the Renters' Union of America, and a copy of a newspaper, "The Actual Farmer," dated Rockdale, Tex., Jan. 15, 1915, official organ of the Land League of America.)

Chairman WALSH. Now, you will give an outline, and perhaps you can order your testimony better than I can.

Mr. NOBLE. I think I can.

Chairman WALSH. If you will kindly have in mind what I said about economizing the time and make your statement.

Mr. NOBLE. I would like to ask the commission to pay strict attention first to their declaration of purposes and then of principles. You will find that by our principles we undertake to correct some evils that exist to-day, chief among which I want to point out is the uncertainty of tenure.

There could, I think, be constructive legislation making a lengthier term of tenure than one year under present conditions and one that would go a long way toward relieving the unsatisfactory condition of business affairs.

Now, as to the bad housing conditions, I am going to submit a letter I have in my hand and, with your permission, I will read it, as it is very short. This letter is addressed to me from Luella, Tex., dated December 7, 1914, as follows:

"DEAR SIR: We, the undersigned citizens of this community, will try to make a report of financial and sanitary conditions. About 90 per cent of the people can not meet their obligations, and about 25 per cent without land and employment for another year. There is some talk of an organization in this community to relieve the people. Do you know of any remedy to offer for these conditions? If so, report to us at once, for we need relief as to sanitary conditions. There are about 50 per cent that hasn't no smoke-houses; there are as high as eight in one family living in one room 14 by 16, with ceiling 6 feet from the floor. We think this is very bad.

"Yours, very respectfully,

"J. S. MORGAN.

"J. N. WILLIAMSON.

"G. W. TRAMMELL.

"E. C. COFFMAN.

"J. W. FLOKE."

That there are distressing conditions, even worse than described here, I submit this pack of letters, to be marked and noted.

(The letters here referred to and offered by the witness, numbering five, appear at the end of this subject as "Noble Exhibit No. 1.")

Chairman WALSH. Just generally describe what is contained in that package? Are they letters from individuals?

Mr. NOBLE. Letters from individuals; yes, sir.

Chairman WALSH. Giving the names and addresses?

Mr. NOBLE. Giving the names and addresses and practically as received by me.

Chairman WALSH. Yes; well, they may be submitted into the record.

Mr. NOBLE. After taking up the next subject as to farmers, quoting retail credit prices, I have two letters, one is from Pear Valley, Tex., which shows the difference between the credit price and the cash price and also gives the actual experience of a well-to-do renter, what I call the better type of renter, showing his actual earnings from year to year. The other letter is from Montague, Tex., Montague County, which is another actual experience of a

renter. That I will say is the middle class. I will submit the Cook letter as a letter from the middle class, and the letter marked "D" as a letter from a well-to-do renter. I will read them, if you wish.

Chairman WALSH. Are they long?

Mr. NOBLE. One is quite lengthy.

Chairman WALSH. I will ask you this: Do you deem those letters to be typical letters? Would they typify those classes of people? You see, we do not want to attempt to run down individual cases.

Mr. NOBLE. I understand.

Chairman WALSH. Now, on the one side you have heard statements made and have made statements as to the migratory workers and conditions, and on the other hand there has been a great deal of testimony that the tenant farmers can work out and in many instances do work out and have worked out their own salvation and become landowners. Now, we do not want to get individual cases, but we would like to get typical cases.

Mr. NOBLE. I would submit these two letters, and I suggest them as what I would say is the average experience which I have learned, not from second-hand point of view, but from actual talk with the people, as the average experience of men of that type.

Chairman WALSH. Could you describe that better without reading it—describe the alleged condition of the individual that wrote it, without reading the letter?

Mr. NOBLE. Well, it would be very hard to do that, because it is a very interesting letter and it takes up the case from different standpoints. I can turn in just a moment to the difference in the cash and credit prices as we found them.

Chairman WALSH. Confine yourself to that. Then state what does the letter deal with outside of that.

Mr. NOBLE. It deals with what he did beginning with 1908, and his moving out there—

Chairman WALSH. Perhaps you had better read those two letters and maybe we can cut off the time on something else.

Mr. NOBLE (reading): "W. S. Noble, editor Actual Farmer, Rockdale, Tex. Dear sir and comrade: While reading over your paper, Actual Farmer, volume 1, No. 1, I noticed a list of 10 questions relative to conditions surrounding land tenure." I will have to put on my glasses, and while I am putting on my glasses I will state that I had asked 10 questions in the Actual Farmer of which I submitted a copy.

Chairman WALSH. Have you those in the record—the 10 questions you asked?

Mr. NOBLE. Yes, sir; and I stated that I wanted not exceptional stories of individual or isolated cases, but an actual statement, if possible, and he is undertaking to answer those 10 questions. The letter reads:

"While reading over your paper, Actual Farmer, Vol. 1, No. 1, I noticed a list of 10 questions relative to conditions surrounding land tenure. Now, as I see it, for you to get a general knowledge of the actual conditions it would be necessary for tenants from different parts of the State to write you giving their individual experience as renters of farm land. So here is my experience since January 1, 1907, a period of eight years—eight long weary years. Coming to McCulloch County December 24, 1906, began work for wages January 1, 1907, receiving \$45 per month, house furnished. My work consisted of being all-around foreman and machinist on a ranch and farm combined. At the end of the first year, 1907, I threw up my job because I had to live out of a paper bag; having six in family, I could no more than barely make expenses. January 1, 1908, I rented a farm of 55 acres on halves. I also rented a blacksmith shop so as to keep myself employed during idle time. The shop caused me some loss; but I made, and mostly hired gathered, 35 bales of cotton; sold some at an average of 7 cents; after paying expenses I came out about \$100 in debt; but, of course, I had bought a team and wagon, which I owed some on besides. In the winter of 1908 I bought 160 acres of raw land on credit, 10 years' time, 8 per cent interest. After improving and two years' use I could not pay the interest, not to say anything about the principal, so had to give it up to the man I bought from, him paying for the lumber that went into the house that I erected on the place. He also paid me a small indemnity and allowed me to stay on the place 1911. Paying him the third and fourth. He only allowed me to plant 5 acres of feed out of 50 acres, which was not enough. He allowed

me to keep one cow and one team, refusing to rent to me another year. I had to move. In the spring of 1912 I rented and moved to another place, consisting of 320 acres, 45 acres in cultivation, one house 14 by 14, one side room 7 by 14, one porch 7 by 14, one small shed barn 8 by 12. No lots or other improvements. While there has been some effort to put water on the place without success, I have to sponge on my neighbors for water at least 10 months out of the year, hauling same one-half mile. One especially dry spell I had to haul $8\frac{1}{2}$ miles. There is one small iron cistern which supplies water for drinking purposes in winter or rainy seasons. Now, my present landlord is a good man, or at least he seems to be, but when it comes to renting out his land he sticks to the system which is all and altogether in his favor; he of course demands and gets his rent, which for the three years that I have resided on his place has been one-fourth of all money that cotton has brought; all land to be planted in cotton was his only terms, me to keep one cow and one team; he would not, under no circumstances, allow me to plant feed unless I cleared (grubbed) land to plant feed on. For this year 1915 he allows me to plant 10 acres of feed, paying him therefor \$3 per acre. Now, I have a copy of rent contracts for years 1908, 1911, 1912, 1913, 1914, which I will mail to you upon request.

Now, I so far have always paid my rent, also my grocery bills and other debts, but my landlord, as do most other landlords around here, rides in automobiles, while we, a family of 9, live in a house as described, without any conveniences that should go to make a home, and on account of the low price of cotton will be unable to buy books and clothes to send our children to school, which is 3 miles away. Now as to extortionate prices charged by the supply merchant, I have no reason to complain at the treatment I have received the last two years, but I have been fortunate in comparison to the general rule. In 1912 I traded on a credit with a certain concern which is still doing business at the same old stand, same old way, so I am told. I gave my note with security for \$100 for eight months, March 1 to October 1, 1912. I received two coupon books containing \$45 each or \$90 total. Now, I used those books from March 1 to September 1. Here are a few articles which I have bills to show for which is about an average. Eagle brand sugar I paid \$2.10 per 25-pound bag; same day, same sugar, cash, \$1.50. Arrow brand flour I paid \$3.75 per hundredweight; same day, same flour, \$2.75 per hundredweight cash. Bacon, my price 16 cents per pound; other stores cash 11 to 12½ cents per pound. I could go on and give you a long list just as bad, but what's the use."

And then he goes on to show that the interest that the banks charged him—— Chairman WALSH (interrupting). What county is that?

Mr. NOBLE. McCulloch County.

The other letter is citing conditions from Vernon and is practically the same. Chairman WALSH. Does it give the rural credit charges?

Mr. NOBLE. This does not, but it shows the conditions generally and also it speaks of the bonus in that county, the kind of bonus. No; I believe I have that letter I am going to submit with some notes.

(The letter partly read by the witness and the letter also referred to by him in that connection from Montague, Tex., appear at the end of this subject as "Noble Exhibit No. 2.")

Now, in regard to another point, the renter, and the usury charged by the bankers, there seems to be an understanding between the banks and certain business concerns. I submit a series of notes that have been paid to the First National Bank of Weatherford, Tex., but I ask permission to withhold the giver's name, as he says there is an understanding between the banks; and if it was known that he had taken any part in showing up the usurious interest, they would refuse to loan him money. I think the average interest shown as collected is 16.7 per cent on these notes. I submit them.

(The package of papers here submitted, consisting of sundry notes, chattel mortgage and filing receipts referred to by the witness, appears at the end of this subject as "Noble Exhibit No. 3.")

Another note from the First State Bank of Bonham, Tex., shows that he received \$112 for eight months, which is \$12 interest for the eight months on \$100. This man says he don't care what you do with it; you can give it to the papers. The \$12 was charged for eight months. The other note furnished by the same man is payable to the Ravenna State Bank and was given May 5, and due October 5, and the amount received was \$9.75, and the note is a note for \$11.25. The general custom is that the interest is drawn on the face of the note, and in order to learn the interest, if you will notice, in the lower left-hand corner is the amount of interest [witness is evidently referring at the moment

to the notes in "Noble Exhibit No. 3"] taken out of the face of the note is generally put down by the banker in ink in the lower left-hand corner.

(The last two notes referred to by the witness appear at the end of this subject as "Noble Exhibit No. 4.")

Also as to conditions between the bankers, I would like to submit this letter:

VERNON, TEX., December 15, 1914.

MR. W. S. NOBLE, *Rockdale, Tex.*

DEAR SIR: Your letter to hand and contents noted. I went to see the farmers' union officers the day before. The president, Mr. W. H. Stephen, says the banks of Vernon would not loan them money to buy seed unless they would let the Vernon Oil Mill have the seed. Mr. D. D. McCroskey, manager of the union, says that they should let the oil mill have the seed, but bound them (the union) not to raise any disturbance about the seed. Mr. Schmidt, one of the directors, says "The bankers would not let us have seed unless we turned the seed to the Vernon Oil Mill," but he was afraid to make any statement because they owed the banker about \$5,000, and if they made any official statement the bankers might close them out of business. So you readily see that the thing is "grabbed"; everything!

The president and manager both promised they would write you last night, but I doubt that it will be carried out. I would like you to send me a view of their statement if you can conveniently do so.

The truth is, the oil mill controls the banks, or the banks own the oil mills.

The farmers' union have an oil mill at Wichita, and the people have stock in it, but for this cause the farmers are deprived from using or getting any benefit out of it.

Remember, we were getting \$11 for our seed until a new seed buyer came in, and now seed is \$18 per ton.

It was estimated, I heard yesterday, that the farmers of this country have lost about \$48,000 at this time by the graft.

Yours, truly,

J. U. WELLS.

(The letter here referred to appears at the end of this subject as "Noble Exhibit No. 5.")

J. U. Wells is a Baptist preacher at Vernon, Tex. I submit that letter.

Also, another letter from the same man concerning rental conditions and also pertaining to the same thing, I think that is.

(The letter here referred to appears at the end of this subject as "Noble Exhibit No. 6.")

Now, Mr. Walsh, if you will just permit me to take my own way just about two minutes, I will be through.

Chairman WALSH. Very well.

MR. NOBLE. Here is the letter I was speaking of (referring to Noble Exhibit No. 6).

The renters' union, in studying the question of land and its effect upon the social condition—I find the crowded condition of the cities is directly responsible for our system of holding land out of use and forcing people to cultivate more land than they can, as Mr. Padgett testified yesterday, without the use of the children, and there being only a limited number of farms, and out of 127,000,000 of acres of tillable land in the State of Texas there is about 27,000,000 acres cultivated (?) and the tenants are largely overcropped, and when a man can not find a place to rent he very naturally drifts into the cities, and this is responsible for the overcrowding of the city and the great unemployment question. The land league, of which I am national secretary, hopes to secure legislation which will place a very heavy tax upon land held out of use, for the purpose of bringing about ultimately a condition in which only those who use the land will be permitted to hold land. In other words, occupancy and use will be made the basis of title to land. We ask for such needed legislation as will extend the term of tenure and force the building of better houses.

If the term of the lease was extended to, say, a period of 10 years, something like they have, I understand, in Scotland and other countries, then the renter would take an interest in building up the community; he would be interested in building roads, he would be interested in building schoolhouses, he would be interested in conserving the soil. But under the present condition, where he has no assurance that he will be able to stay on the farm only one year, he has no interest to do anything only to "skin" the earth. In other

words, our present condition of holding land is causing us to use up and waste the birthright of our children. We have no right to handle it in such a manner that our posterity will suffer, because of our lack of thrift. We should secure legislation along the line that will enable us also to rotate crops, to secure better houses, to get the right to diversify, and so that we may cease to be forced to plant such an enormous acreage of cotton. I believe I am safe in saying from my investigation that the cotton acreage this year will be increased for two reasons—one, the lack of credit; second, the lack of securing supplies and seed necessary to plant other crops.

Now, there is quite a lot of land that is lying out that there has been no plowing done on, and the result will be they will have to pay it off and plant it in cotton in the spring; and then we have quite a few large landholders still who are charging \$5 to \$8 an acre for land planted to grain, and this necessarily forces the renter to plant it in cotton. There are others who are compelling the planting of just as much of a cotton crop as ever. So I believe we will have a larger cotton crop this year, and I do not believe we can ever regulate the crops according to supply and demand until we get to the plan where the renter can plant the crops and diversify as he deems best; and if this supervision or control is continued it will produce just such stripes of men as Mr. Stewart and others, who are accustomed to doing what the boss says, and just drifting along with the tide and thanking the Lord that he is as well off as he is. Our declaration of purpose thoroughly outlines what we are working for. Now, the steps we have taken to bring this about are: I have notified Mr. Ferguson and the farmers' union and the State university and the commissioner of agriculture that we would be pleased to receive any bulletins for distribution among our members, and asking them to cooperate with us in submitting for our approval what they consider a just rental contract. I believe the State university says that they don't know; and the man in charge of the extension department of the department of agriculture says that he doesn't know just the right rental contract just yet, but when he has found out he will tell us; and Mr. Ferguson has expressed his desire to cooperate with us in preventing the collection of over one-third and one-fourth; but the collection of one-third and one-fourth is a general rule to-day, and has brought about the condition that has made possible the collection of bonuses, and so I do not think the one-third and one-fourth plan, as framed by the Ferguson law, will help the renter but very little. That is about my position, and I will now answer any question.

Chairman WALSH. Yes; one question suggests itself to me. Mr. Getzendaner, when he was on the stand, and he is a landowner of Ellis County, has since addressed a communication to the commission in which he expressed his willingness to make an experiment toward helping—take Mr. Stewart, who testified, upon his land—and I understand from Mr. Holman that matter has been turned over to you. Are we to understand that Mr. Stewart is going on Mr. Getzendaner's place in accordance with that invitation?

Mr. NOBLE. I will say this, that the matter of it having been turned over to me is news to me. I knew that the letter was out, but I never received a direct copy or any direct proposal, and all that I have known of it, Mr. Holman told me yesterday that this proposition had been submitted to you and the commission. I would be very glad to take the matter up with Mr. Stewart.

Chairman WALSH. You stated you found Mr. Stewart a place to live in?

Mr. NOBLE. He has a house for one week more.

Chairman WALSH. Yes; he stated he had it for two weeks. Now, it has suggested itself to me that you might be willing to take hold of Mr. Stewart's case, and if the arrangements are satisfactory and fair, as apparently they are to be, you should make an experiment with him.

Mr. NOBLE. I would be very glad to do that if Mr. Getzendaner would propose the thing to me.

Chairman WALSH. Well, he has proposed it to this commission, and we—

Mr. NOBLE (interrupting). Well, I would suggest that the commission instruct your correspondent or secretary to write to Mr. Stewart and ask him to go there and try to make good, and then ask Mr. Getzendaner to file with the commission from year to year, or with the extension department, a report of this man's production and what he has been charged for supplies, and so forth, and, if we can, get at least a chance to see what the man would do under fair conditions, as I believe Mr. Getzendaner will try to help Mr. Stewart out.

Chairman WALSH. Very well. We may adopt that suggestion. We will take it up with the commission.

Mr. NOBLE. I want to submit one more case that was called to my attention, the A. J. Henry place, as it is known, near Denison. The foreman for three years—he does not know how many acres there is in it, but it is 3 miles one way and 3 miles the other way. It is worked altogether by day labor. The laborers are paid, according to the foreman, \$1 a day and board themselves. They are not allowed to keep hogs, or anything of that kind, and this man, W. H. Gollie—seems to me that is what it is like, I wrote it down on the train—said to me that he was discharged because he insisted on keeping and fattening three hogs.

Chairman WALSH. That is all, is it, Mr. Noble?

Mr. NOBLE. Yes.

Chairman WALSH. Thank you, Mr. Noble, that is all.

Mr. Simon.

TESTIMONY OF MR. GEORGE W. SIMON.

Chairman WALSH. What is your name?

Mr. SIMON. George W. Simon.

Chairman WALSH. What is your business?

Mr. SIMON. I am an agriculturist by profession and a social worker by association.

Chairman WALSH. Are you a native of this country?

Mr. SIMON. No; I am a native of Russia.

Chairman WALSH. I wish you would please give your activities in a professional or business way, since you started, briefly: your education, etc., beginning with what you did as a child.

Mr. SIMON. I was born and brought up in the southern part of Russia, and graduated there at the high school. I was brought up among the German farmers, among the best in the southern part of Russia, and was in the business of grain export—exporting grain. Upon coming to this country—

Chairman WALSH (interrupting). How long ago, please?

Mr. SIMON. Eleven years ago—I was for a short time attending the Baron de Hirsch Agricultural School. I then worked on a farm in Connecticut and entered the Connecticut Agricultural College, from which I graduated, and for a while I had charge of the dairy department, or creamery department.

Chairman WALSH. The creamery department of the Connecticut Agricultural College?

Mr. SIMON. Yes. Afterwards, I was transferred to their experimental station, and shortly afterwards accepted a position as agricultural expert with the Jewish Agricultural Aid Society, and I have been with this society almost eight years.

Chairman WALSH. Describe the organization and purposes of the Jewish Agricultural Aid Society, please.

Mr. SIMON. Well—

Chairman WALSH. Its foundation, how its expenses are paid, and its aims and purposes.

Mr. SIMON. I want to state before I testify that just at the present time, I am here to testify, not as a representative of this society, but as a private individual.

Chairman WALSH. You have been subpoenaed here as a witness by this commission?

Mr. SIMON. Yes; and I shall testify based upon my personal experience and dealing with this work, and give my personal impressions which I have gathered in connection with my work.

Chairman WALSH. Nevertheless, I would ask you to describe the organization and the purposes of the society.

Mr. SIMON. This society is the—is a branch of the Baron de Hirsch Fund, organized in 1900, for the purpose of assisting and encouraging agriculture—assisting Jewish people in the United States who wish to settle on farms, and encourage agriculture among them; to assist them with loans and to organize cooperative societies among them, such as for the development of cooperative creameries, canning factories, and other cooperative enterprises.

Chairman WALSH. How about credits?

Mr. SIMON. Our last step is developing the cooperative personal credit on the basis of the Raiffeisen system, a German rural credit system.

Chairman WALSH. Describe generally the relations of this society to the land problem in the South.

Mr. SIMON. Well, I do not know what direct relation this society has with the land problem in the South.

Chairman WALSH. As I understand, the Baron de Hirsch Fund is the fund set aside by Baron de Hirsch after his death some years ago—a large amount is to be expended in teaching immigrants the good principles of industrial development. They have a trade school in New York City, I believe, a large one, and that this is one of its activities. What I mean by the relations of this society to the land problem in the South is just what you discovered when you came to fit in the wishes of the trustees of the Baron de Hirsch Fund with the situation as you found it, so far as the law was concerned, and the laws of land ownership in the South were concerned. Begin by saying whether or not it is your desire to locate these people in the South and the reasons therefor.

Mr. SIMON. Well, first, I will state that we do not make any discrimination as to any State in this Union where our people want to settle. We maintain an information bureau, where your experts advise our people who apply to us, and give them the information such as they have, and explain to them the conditions in each State, and tell them just what drawbacks they will confront there, and if they are capable of adjusting themselves to these conditions we advise to go there. As a rule, we usually consider the person individually, his previous experience, his life history, and then we try to judge for ourselves as to what part of the country would be most advisable for this individual. As far as the South is concerned in 1912 I made a trip of seven months through the South and Southwest for the purpose of looking over the available land, to determine whether it would be suited for colonization purposes.

Chairman WALSH. Were you given an outline of the general topic that we desired you to address yourself to?

Mr. SIMON. I have the outline.

Chairman WALSH. Are you prepared along that line?

Mr. SIMON. Yes; I am prepared along that.

Chairman WALSH. If you prefer to just go and run through without our asking questions, you may proceed, following that outline in your own way to answer.

Mr. SIMON. I would give you briefly my impressions, which I have ascertained by examining conditions in the South in general, and then I would be pleased to answer any questions which might appeal to you as interesting.

Chairman WALSH. Very good. You may proceed in your own way, Mr. Simon.

Mr. SIMON. I might say that discussing the South as a whole, I have discovered, or rather found, that there are unlimited opportunities and possibilities of natural resources in the South, but which at present are under lock and key to the private individual.

I can say, to my mind, that the South presents a giant lying sick, afflicted with some disease, to use a figurative expression, the hookworm disease, and is being treated by some quack doctor by absent treatment. I would say that the doctors who are treating this part of the country are the promoters and real estate agents and the absent landowners. It seems to me that the people here in the South have resigned themselves to these conditions, and think these promoters, who are as a rule mostly people either from New York, or Chicago, or other large cities, will solve their problems for them.

In getting the information through my travels I found that there are two classes of people. One class who are reluctant to give information about certain conditions. I would call it on account of the false patriotism they have. Their opinion is that if they would give the exact condition people would not like to come here. On the other hand, in my opinion, if the people should be advised in the beginning of the existing conditions the man who is capable of adapting himself to these conditions would come here, while the man who is not capable of so adapting himself would stay away.

Then there is another class of people who have a personal interest, who own large tracts of land, or who are trying to promote different enterprises. As a rule, I find in many instances where the land was purchased at a nominal price and then peddled out to some people in large cities and at an exorbitant price, discounting the future, and the man, should he ever attempt to settle on this land, will never be able to make any headway. The majority of the people to whom this land has been sold never intend to come here and are holding it

just as an investment with the view that in time the land will be developed and be worth more than it is now.

Furthermore, in my opinion, the conditions in this part of the country are very easily remedied if they are treated in the proper way.

One question which attracted me in examining conditions in the South is the health question. It was a rather difficult matter to find out the exact situation, because I could not obtain any vital statistics in any of the Southern States. When I applied to the United States Census Bureau, the chief of the vital statistics, and he showed me a large map; north of the Mason and Dixon line was all pink and all below that was blank—white. The pink showed in that part of the country they had definite data as to the existing health conditions and death rate, while below the Mason and Dixon line there is nothing to be obtained. The only information to be obtained is through private sources.

Through studying the conditions, I found that the health situation is not as bad as people think it is. The only diseases which the people are confronted with here are malaria and typhoid fever. These two diseases could be easily controlled, as we have the example in the Panama Canal country. The only difficulties are that they are not within the control of the individual. I therefore would say that it is difficult for an individual to come here and settle anywhere and adapt themselves to the conditions without the cooperation of the local people. Typhoid fever calls for sanitation and proper drainage. Malaria is about the same thing, drainage and extermination of mosquitoes. It is true that if we have the windows and doors screened the conditions in the houses would be habitable, but the farmer can not remain in the house all of the time. We must drain the country surrounding in order to make the conditions habitable. As I stated, this is a question for each community to arbitrate, to make the conditions healthy and habitable.

The next question which confronts us is the tenant system in the South. I would divide it into South and Southwest. In the South the negroes and the poor white tenants dominate, while here in the Southwest the white tenants prevail. No individual from the North or the East would be satisfied to settle and stand the conditions under which they would have to live here among the tenants.

The next question is the question of title. We must have proper titles established to the lands in this country. On some lands there are squatters; on others we have confusion between the Government and the Spanish grants, and in Oklahoma we have difficulties with the Indian grants, and in some of the States here we have no record whatsoever, and we have the land thieves. It is all right for a rich company to come out here to fight the Government and establish their title, but the poor man, a man with limited capital, has no means whatsoever to protect himself, and he loses.

The question which I am asked to discuss is so big and so great that it is almost impossible, it is very difficult, to cover it in a few words. But I shall be as brief as possible and to touch upon each subject, giving the most important facts.

In looking over the colonization schemes and the developments undertaken by different companies I found that most of them existed on paper. I came across an enterprise in North Carolina where a company tried to bring in people from the different parts of Europe. At that time that was allowed. They have chartered steamers and have sent special agents to Sweden and Norway and Germany and Italy to bring over people whom they endeavored to settle in colonies in North Carolina. The Italians are the only ones who remained in that part of the country. The reasons were that, first, because too small an acreage was allotted to each settler. The general idea of the promoter is that if the farmer will get 10 acres it is sufficient for him under the conditions in the South, where he can raise two or three crops in a year and make a living on it. But as a rule, everywhere where it is tried it has failed, unless they are located near large towns or they have the local market where they can devote themselves to trucking.

Furthermore, as a rule, the lands selected for these purposes are usually undeveloped, cut-over land, swamp land. It is difficult for the people to develop it—takes a long time to develop this kind of land, and it is difficult for the people to adapt themselves. I believe the Italians are the only ones who remained there, because they themselves came from a similar country in Italy.

Furthermore, because they had a supervisor, one of their own nationality, to handle them, and knew how to handle them, they succeeded.

Through the South I found lots of undeveloped land, mostly cut over, and I found that clearing land is rather an expensive proposition and takes up too much time of the settler, or otherwise the settler has not enough patience or could not afford to wait for two or three years until the land would be available, and is forced to give up. It seems to me that there should be developed a method of clearing land on a wholesale scale, which would be more cheap, and the people could settle at once.

Now, the question of drainage. In some States special laws are provided for drainage of the land, yet the absentee landowners are a great drawback and are obstructing progress. They don't care to drain their land.

Now, the social life—the lack of markets, transportation, everything—has a great effect upon the development of the country.

Next comes educational facilities. I wish to call to your notice the fact that here in Texas they have just passed a law for compulsory education. As a rule, the average immigrant is very anxious to give his children a good education. They will not be satisfied where they will be confronted with the conditions as they are here among the tenant farmers and in general in rural districts.

In looking over the question of education I have found that the education in rural schools is entirely inadequate. They are not training the children to become farmers, but they are telling them more about the advantages in the cities, more about that than to teach them about the conditions on the farm.

I will say further that the teachers themselves are not adapted to teaching in the rural schools. As an incident I would mention an experience which I had in Tennessee. I visited a community about 50 miles south of Nashville, which I reached by an auto. It is 50 miles away from a railroad, in a purely rural community. They had there something like the grammar school or the high school in the center of the small town there. I happened to speak to the children, and I found out that the subjects they knew the most about were German and geometry. When I asked them if they knew anything about botany, they said, "We don't know what it is." When I asked them about the flowers in the neighborhood, they said they never paid any attention to them or to the kinds of birds or insects, and about country life they knew almost nothing.

I talked to one of the teachers, himself a graduate of this school, and with fathers and mothers, and in talking to them I found that the women were much dissatisfied with the conditions in the country and most interested in the life in the cities.

After having a talk with the school-teacher, I found out that she knew very little about country life. I pointed out to her that if she would look into the question of better conditions in the country surrounding her it would present to her a great opportunity for studying life as it is, and I suggested to her several books, and she was very much interested, and she told me that she would try to read up and might be more satisfied to remain in the country.

To consider the situation as a whole, I would say that to remedy this condition we do not need any more organizations. We have sufficient institutions here; there are enough agencies striving to accomplish the same thing, but each one is pulling in a different direction. We must have coordination in the work. For instance, in the United States Department of Agriculture and the State departments of agriculture the experiment stations and the different chambers of commerce should cooperate. Now, here is a point which appeals to me most. You will note that most commercial bodies in the different towns will strive to attract manufacturers to their localities. If you will notice some of these charts, you will notice that so much has been spent in entertaining visitors and manufacturers—I notice in one place something like 12 manufacturers, who employed 190 people, and at the same time this town depends very largely on the development of the country, but little attention is paid to that at this time.

I believe that the chamber of commerce or commercial body of the city, by investing \$100,000—not giving it away, but investing it—could develop a tract of five or six thousand acres of land right in the vicinity of this community to show how the adverse conditions could be overcome, what the possibilities are here, and in this way they will present an example for other communities as to how to develop their country.

The towns and the cities depend almost entirely on the country, but at the present time none of them have done much; they have done very little to develop their communities.

Considering the situation as a whole, my opinion is that the individual settler can not succeed anywhere here unless he is located near a large town. The only possible settlement is group settlement in communities of 75 or 100 families, at least, where they could have their agricultural experts with them, where they can have their cooperative store, where they can purchase their seed, fertilizer, and implements, and so forth, cooperatively, where they will have the social and communal life, and will not have to depend upon the existing social conditions and environments.

In my opinion there should be established a central bureau of information in each of the large cities, such as New York and Chicago, where the average immigrant could get information about the conditions in each of the States, not as they are presented by promoters or real estate agents, but the actual conditions as they are, giving them both the good and the bad sides at the same time, and I believe there should be people who should take into consideration each individual and give him this information, and advise him as to the best part of the country for him to settle. Furthermore, I believe that we should pay attention, not so much to the incoming immigrant, but to the immigrants who are already here and have been here several years, who will understand the information given to them, and who will if established in this way make a nucleus for different settlers later on to come. For instance, the people brought by the company of North Carolina were only a short time where they were brought; they found they had some friends in some other large cities, like Chicago or St. Louis, and they left the community.

I think that under the plan I have suggested the immigrants would not be attracted so much by the cities, but they would be interested in the localities where their friends were living and farming, and they would also attract to their localities settlers from the other side.

Now, I believe that we must pass laws providing that vital statistics shall be available in each State. Having vital statistics does not mean that we condemn that State; it only means that we must have information at hand available. The fact that we have not the information, brings suspicion to the average person that there is something we have to hide. That we do not want to tell anyone.

Chairman WALSH. At this point we will adjourn until 2 o'clock; kindly resume the stand at 2 o'clock sharp.

(At this point an adjournment was taken for the noon recess, until 2 o'clock p. m., at which time, at the same place, the following further proceedings were had:)

AFTER RECESS—2 P. M.

TESTIMONY OF MR. GEORGE W. SIMON—Continued.

Chairman WALSH. You may proceed now.

Mr. SIMON. Mr. Commissioner, after I got through this morning someone from the audience approached me, and stated that the theory that I have been presenting here, or describing, sounds very probable, and had some justifiable points in it. I would like to emphasize the fact that the statement made by me is not based on theory, but based on actual facts which I have gathered from experience during the past 10 years. I had examined thousands of farms during that time, and helped buy farms, and interviewed hundreds of farmers, and thousands of people, and directed them to different sections of a country.

It is impossible, in such a brief space of time as I have, to discuss the work which is accomplished by the society, which is so manifold and so complete in its nature, and at the same time give you the experience which I went through in the 10 years. I will not spend any time in describing the work of our society.

I would like to present our last annual report which contains figures regarding the work of our society and will give you all the statistical data and all the information which I have, and I think will be of some value to your commission.

I will now proceed, briefly, to cover the other questions before me.

Chairman WALSH. Very good.

Mr. SIMON. I want further to emphasize one fact which I have touched upon briefly, and that is about the question of chambers of commerce. I want to give a concrete example which I believe is very important in itself. I want to describe the following experience: I visited in Montgomery, Ala., and some of the local citizens invited me to visit one of their new soap factories which had

just opened. When I came there in company with representatives of the city I found a two-story building where there was one negro employed shoving some stuff into an open receptacle. From there this material was carried by machinery to different parts of the building. There was a chemist upstairs who knew the secret, and—as to how this material was made into soap. This soap was afterwards distributed over all the United States as the product of Alabama. It is well and good to develop our natural resources, but in order to develop this factory the citizens of Montgomery have invested their money and offered concessions to this manufacturer.

They have given him a site and other inducements besides that, and even have bought some stock in the enterprise. What is the result? One man employed and the profit gained by the president and stockholders of this concern and this profit afterwards spent somewhere in Europe or elsewhere; not in Montgomery.

On the other hand, if you will take the concrete fact where, for instance, the chamber of commerce would, in cooperation with the landowners, pick out a tract of land, say 5,000 acres, or something like that, and subdivide it into 40 or 80 acre tracts, erect suitable dwellings on it, and sell it to immigrants, or to anyone who was willing to settle there, at the cost price, and adding to it the expense and a reasonable percentage of profit; and they might also secure from the agricultural station an agricultural expert who would conduct and supervise the settlement. These 5,000 acres, if settled by 100 or 75 people, would develop the natural resources near that city and bring out the products from the soil, which will not be all consumed at home, some possibly at home and others would be sold outside of the State. The money would come back to this city and could be spent by these settlers right in the city of Montgomery. The question is, Which of the two is the more constructive and productive?

I will now proceed to the question which concerns the State of Texas. There are very few settlers of our people in the State of Texas, partly for the reason that we could not, under the present conditions, assist them to stop here.

There was one attempt made about 10 years ago to establish a group of people near Tyler, Tex. The local people who have supervised this undertaking meant very well, but were very little familiar with the conditions which the rural people have to undergo. The first 10 families which settled on the land were soon—I will put it this way: Some of the members of the 10 families which settled on the land became sick with malaria, and after two or three of them found out the symptoms of the disease the rest of them became discouraged and very shortly afterwards left the community.

Now, here comes my point, that the people who live in Tyler, having the modern sanitary conditions enjoyed by people in the cities, have not foreseen what the people in the country have to go through. The local people seem to have become acclimated to the conditions and can stand them, but the new men, unless they come in large numbers and can correct the conditions, can not exist under those conditions.

Another difficulty experienced by us in assisting our people to settle in the State of Texas was the Texas homestead law. I will have to briefly explain the method as to how we assist our people, in order to show how the homestead law is detrimental. Our usual mode of procedure is as follows: A person who desires to settle on a farm calls at our office and consults with us about where to settle. After the locality is selected a proper farm is found for him. Let us say the farm cost \$4,000. The down payment required is \$1,500. The vendor will usually take a first mortgage for the balance on conditions depending on what it costs them in that part of the country, payment to be made in either 5 or 10 years, or payable in annual installments. We will take it for granted that this person has \$1,500 to pay down on the purchase price. He then applies to our society, and we are making him a loan of \$800 or \$1,000 to equip him and to secure our loan we take a second real estate mortgage, usually payable in 10 years, and as a rule we charge 4 per cent interest. In Texas, on account of the existing homestead law, we can not assist a man to settle on a farm here in this State, because his mortgage is illegal, or it is against the law to issue a mortgage, except the purchase price mortgage, which he gives to the first mortgagee.

There is another difficulty; for instance, I will say that X purchases a farm for \$5,000, paying down \$2,000, subject to a first mortgage on the purchase price for \$3,000, payable \$500 annually, with interest at the rate of 7 per cent. On account of unfavorable circumstances, such as failure of crops or the loss of a part of his stock, he needs a loan of \$700 to make payment on principal and

interest on the first mortgage, and possibly a few hundred dollars to replace his stock. Our society can not help him, because he can not give us a mortgage to secure our loan. We might buy off the first mortgage in full and grant him an extension, but this would mean an investment of \$3,000, and besides we can not be secured for the money necessary to make the payment of interest and purchase of additional stock.

Here again the Texas homestead law imposes a great hardship on the farmer. Finally, an old farmer succeeds in paying off the mortgages on his farm in full and has no mortgage left on it. Now, on account of the foot-and-mouth disease he loses his cattle, or there is an early frost which destroys his fruit crop, and on account of the slump in the market he can not dispose of his late crop to any advantage. Now, in any other State this man could get a loan at the bank to carry him on under the circumstances, or enable him to pay his obligations and assist him when his fruit and crop was destroyed. Now, if there happens to be a scarcity of money and the banks can not make him the loan he will come to our society, and our society in those places can make him the loan; but in Texas it can not be done on account of the homestead law, and he can only rely upon the banker who will charge him 10 per cent interest and the bonus to his heart's content.

I would like to emphasize the fact that while the homestead law was meant to protect the farmer from incurring too many debts against his property, at the same time we know that no farmer can afford to have the full value of his capital invested in so much dead capital. Here in this country the farmers suffer a great deal because there is too much money invested in unproductive capital; that is, the land proper. Our mortgages are not liquid, as the stock of any merchant, and there is therefore too much capital tied up, and when it is liquefied it is liquefied by private bankers who are charging a great deal more than the farmers can pay, and therefore the farmers are struggling under a great difficulty.

I want to make just one more illustration in regard to the Texas laws, and then I will let you present to me more questions that you want me to answer.

About three years ago a group of people purchased a tract of land of 4,500 acres near Houston, Tex. The purchase price originally was \$7 per acre. They made a down payment of \$2 per acre, and they had on this property two mortgages. The land was cut-over timberland, and naturally the people had the right to put two mortgages on it, or as many as they wanted to, because it was not homestead. Later on this land was subdivided and put on the record in tracts of 40 and 60 acres, and so forth, and then these automatically became homesteads. After people settled there, some began to clear the land and erect buildings, and they spent most of their original capital on that and they needed some more money for stock. I want to add that these people did not come there to practice the one-crop system, but they came there to engage in diversified farming. Dairying was one of the principal branches they wanted to follow, but they had no money to buy cows, and when they applied to us we had no right to help them, and could not help them because we could not secure our loan if we made them a loan, and therefore some of them continued to struggle until now, and others went back to St. Louis, where they came from originally. And I doubt whether any progress will be made until the conditions are changed so that these people could afford to liquefy their investments, so to speak.

Chairman WALSH. Can you make any constructive suggestions in respect to rural credit laws or a rural credit system?

Mr. SIMON. Well, the rural credit system must be divided into distinct branches; and this is, the personal credit and the land credit. While they are closely connected with each other, yet they must be worked out distinctly and separately. I would say that first we must organize our farmers in the different localities into proper groups or centers where we could introduce the proper system of land credit, and personal credit at first, which is necessary. You can not work it without any organization or with people who have no conception of what they have to do.

Chairman WALSH. What would be your plan for grouping them? Should it come from the State, or the university, or where?

Mr. SIMON. Well, I believe that we need organizers. I believe that the extension department of the experiment station of the State university, as I said, should be utilized; there should be cooperation between the State department and the agricultural experiment station and university extension department, so that they could cooperate and have a special office of organizer,

where special organizers could go out and would educate these farmers as to the principles of cooperation. That is first. We must, as I say, establish a model settlement, something on the same style as I outlined before for the chambers of commerce to follow. The question of rural credits will never be solved until the evil of the one-crop system is abolished. It must start diversified farming, because the risk involved in a one-crop system is too big and will be likely to break up every enterprise. I believe that our land value must be standardized. We must get exactly what the land is worth. I personally believe that in appraising the land we must consider the productive capacity of the land as well as of the man, because the man on the farm is worth as much as the land. The difficulty is that until and up to the present it was customary for companies to buy up large tracts of land. They would buy it at \$3 and \$5 an acre and subdivide it into 40-acre tracts and sell this land at from \$40 to \$50 an acre.

Now, on the basis of that, no farmer can exist. And I would call it that that is discounting the future to a great extent. Under this basis the farmer can not expect to get credit on his land. But if we will standardize the values of the land in different parts of the country so that we know that the farmer could pay the actual value on the basis of his production, we can then expect that that farmer can afford to go out and make a loan on his land and give a mortgage which would be worth something, as it would have a standard valuation.

As far as the establishment of rural credits is concerned, proper legislation is necessary, our farmers in New York city have organized recently the so-called First Farmers' Savings & Loan Association. They organized in one county where the farmers had purchased stock at shares of \$100 each, and after they have had the capital paid in to about \$10,000 they commenced to make loans; they now have their subscription list of \$166,000, although they started out last year. Now, from the money which they collect from the shares they make loans to other farmers up to 50 per cent of the value of the land. These mortgages are afterwards discounted, and the New York Land Bank, which has just been organized under the New York State law, and after they have discounted their mortgages in the New York Land Bank they have again money available, to lend to other persons. This is one system that could be worked out of land credit.

Chairman WALSH. That is all. Thank you very much.
Judge Meitzen.

TESTIMONY OF JUDGE E. O. MEITZEN.

Chairman WALSH. What is your name?

Judge MEITZEN. E. O. Meitzen.

Chairman WALSH. What is your business, Judge?

Judge MEITZEN. Well, it is various. I am connected with a newspaper; I practice private surveying, and run a truck farm of 3 acres.

Chairman WALSH. Where do you live?

Judge MEITZEN. At Hallettsville, Tex.

Chairman WALSH. I wish, as the other witnesses have done, you would briefly state your business activities.

Judge MEITZEN. I was born on a farm, and during the war time I was brought up, jerked up. I had but very little schooling. At 15 I left home as an apprentice blacksmith, and learned the blacksmith trade, and after practicing my trade for 10 years I received a spinal injury, shoeing an unruly horse, and was forced to quit, contrary to my wishes and desires. I was forced to rest up. Not being a man of means to rest up, I had to find some lighter work. I studied and qualified as a school-teacher. In those days it a very easy matter. It took me 15 minutes to be examined. I was examined by a lawyer who did not care whether I taught school or not, or whether I knew anything or not. Then is when my schooling began. I had a race keeping ahead of the boys who were right behind me. Now, had I not been able to take care of myself in this manner, I think I would have been a pauper, because I never would have gotten well otherwise. I am glad of that; I am not proud of it. I am only sorry for others that have not the mental capacity to struggle along in spite of adversity.

Later on, through the school-teaching profession, I became interested in various lines of thought that I had never thought about before. Later on I bought a farm and commenced to improve it. By the way, I had sold out my

blacksmith shop and had some little money ahead. I had made some money blacksmithing. I never have made any since. I opened my farm and I had a wonderful experience in farming on my own hook for three years.

Chairman WALSH. Where was that?

Mr. MEITZEN. At Cistern, Fayette County, Tex. I was born in Fayette County, from German parents, and who fled from the reaction of the 1848 revolution. I think that I inherited some of my revolutionary qualifications. I am not responsible for them. I can not help it.

I farmed and decided that farming was not profitable, because I had to invest a good deal of money in the farm, and I found that I could teach school and get a living out of it without any investment except the mental investment that I had. So I went back to teaching school and taught school and finally obtained a grade of the first degree under a most rigid examination.

But having been connected with the farm, I became connected with the Farmers' Alliance, that was at that time pretty prevalent.

I had before that time joined the Grange, which was then struggling to get better conditions for the farmers in 1886, when I joined the Grange. In 1887 I helped organize the Fayette County Farmers' Alliance and became its secretary in 1888. In the fall of 1887 I moved to Lavaca County, at Witting, 10 miles from where I now live, and there taught school and later became secretary of the Lavaca County Farmers' Alliance. When the Farmers' Alliance failed in its operations to bring relief, we organized the Populist Party, and I became active in the Populist Party, having been twice nominated for State office.

It was about that time I became interested in educating the people. I had been an educator of the children before that, and now I became an educator of the grown-up people, and that is the worst kind of a job I ever struck. I became interested in a newspaper and finally furnished the means to acquire it and then struggled along trying to pay the debt off. I have paid interest on that debt to pay it off twice over, and maybe three times—I haven't figured on it, exactly—and am still in debt. But my boys are now grown up and they help me, and they are running it. After the Populist movement failed I was elected county judge by accident—slipped up on the blind side of the politicians in a local fight regarding better conditions locally. And only last summer I intended to better local conditions in my town and got after a grafter who had stolen \$12,000, and he liked to have killed me. He shot me. The people always said I was half shot, but at this time I was shot clear through. That is my history briefly.

Chairman WALSH. Well, now, you were furnished an outline, I believe, Judge, and I am going to ask you, if you can, to make your statement covering the matter submitted in that outline and eliminate, if you can, those matters that you deem were no longer in dispute and that had already been testified to, on account of the shortness of the time.

Judge MEITZEN. I feel that a good deal of your valuable time has been taken up by irrelevant discussion and irreverent discussion almost, but at least I have here a batch of 50 letters that I brought along, and I have a hundred or more that I didn't bring. I wish to turn them over to this commission and let you go through them. I have had a few copied, and I shall, I promise you, just explain, in short, the main points of some of them.

(See Meitzen Exhibit No. 1 at end of this subject.)

Commissioner WALSH. Very good.

Judge MEITZEN. I have one, for instance, from what is known as the Day ranch.

Chairman WALSH. May I ask the question, there has been a little discussion about the matter here—what is the jurisdiction of the county court in this State?

Judge MEITZEN. The jurisdiction of the county court is—in what particular do you mean?

Chairman WALSH. Are they like in some States what might be termed a board of county commissioners?

Judge MEITZEN. Yes.

Chairman WALSH. County commissioners.

Judge MEITZEN. The county judge is the head of the commissioners, and there are four commissioners in a county. They manage the affairs of the county.

Chairman WALSH. The fiscal affairs of the county.

Judge MEITZEN. The fiscal affairs of the county; the roads, purchases, etc. The county court presides over the probate matters occurring inside the county, and it has jurisdiction up to a certain amount of the money valuation of \$500.

Chairman WALSH. In civil cases?

Judge MEITZEN. In civil cases. In criminal cases it does not cover felonies; covers misdemeanors, those that are not punishable by penitentiary offense.

Chairman WALSH. You have jury trials in your court, do you?

Judge MEITZEN. Jury trials, yes; but we only have 6 jurors instead of 12.

Now, the Day ranch—I have quite a number of these letters here and I am sorry I can not go through them all, but the other people took the wind out of my sail, and so I will have to confine myself to this thing here.

This is a letter by a man of the name of Klein, showing a typical instance of the insecurity of tenure and the arrogance of landlordism, and it is on the ranch now owned by C. R. Johns and Postmaster General A. S. Burleson. They both married Ralph Steiner's daughters, and he refers here to quite a number of people who will testify to this. He recites that there were some 30 families living on the ranch some years ago. I forget just the date, but in short it is this, that without notice to them they found there was a move on foot by Mr. Johns who took charge individually. The renters had lived there for a number of years under another man, and were well satisfied and had a nice schoolhouse and church and looked upon the place as their home.

Then, without notice there came a change. They found there was an intention, it seems, that Mr. Johns was going to rent the farm on the halves, and not on a third and fourth like it had been formerly done. The renters went to him, so this man says, to find out about it, but never could get anything definite.

They made a good crop that year, almost 1 bale of cotton to the acre, but just before Christmas there came a bunch of convicts under guard and put up tents on the place and on the 1st day of January these convicts, under the supervision of the guards, went out into the field and knocked out the cotton yet unpicked. Klein says that his mother—his father had died that year—with the children that were at home had yet 5 bales unpicked in the field, and that was destroyed.

One renter, he says, had 16 acres untouched, white as it could be, and the convicts just tore everything out and threw the cotton on the ground and trampled it under foot and forced these people, without notice, to go into their wagons and move. They did not know where to go to, had no time to get places and no time to get contracts, because it was too late, since the contracts are made in the spring and summer. They had to move helter-skelter in every direction, leaving their loved ones buried in the churchyard they had established on the place, and went where they had no schools, no friends, nothing; it was a tragedy.

This is only a copy of the letter, but I have the original here that I want to turn over to this commission.

(See Meitzen Exhibit No. 1 at end of this subject.)

Now, then, there is another point. The question of usury has been frequently discussed and it has been contended—well, it has been shown that a good deal of usury is being practiced. But there is one form of usury that I want to call attention to, that has not been called to your attention.

It will show the futility of the law under present conditions. It is to show also that the homestead law is largely a failure—one man thinks there ought to be no homestead law at all, because of his particular plans. But the others admit it is a failure and can be evaded by sale—so-called sale and then a resale. I have seen that done often.

But here is a question of usury that enters into this thing. I have two notes here—they are paid out, however—the man was in good luck. Both of these notes are given at Belton to the Belton Loan & Trust Co., one for \$10 and the other for \$150, and the conditions of the notes are here, as follows: For every \$10 that he received from the bank he agreed to pay, that is, he agreed to turn over to J. E. Ferguson, who was a partner of the banking concern—all printed here on the same sheet—1 bale of cotton. For this bale of cotton he had to pay said J. E. Ferguson \$1 for selling it for him, and the further condition is that if he does not furnish that bale of cotton for any cause whatever he is to pay that dollar anyhow for every \$10.

Now, this \$10 note is made for four months—made on May 20, 1905, and was to be paid, as the date here shows, October 1, 1905. But it was paid before that time and it is marked on the margin that he, Ferguson, got \$11.25. That is at least 40 per cent interest, on the money alone, and that is somewhat over the usury law.

Now, then, we might argue there was some valuable service furnished for selling that bale of cotton for this man, but I know this from personal experiences. A cotton buyer in Hallettsville, one Mr. S. G. Tarkington, was buying for years for the Inman Co., and he received \$1 a bale for every bale that he bought. So instead of paying anything to anyone for the sale, why, he got paid for it for buying it.

Well, then, if that be true in this case, Ferguson got \$1 for selling it and \$1 for buying it and 10 per cent interest besides, which is some usury, I think, over and above the usury statute.

Yet witnesses here have said that only a "few instances" of usury had occurred by banks. I turn over to your commission one of these notes as a guide and a copy of the other is made.

(The note here furnished and offered in evidence by the witness and about which he has particularly testified is printed among exhibits at the end of this subject as "Meltzer Exhibit No. 2." The other note referred to was not furnished.)

Now, I have here these letters, which I will, of course, not attempt to read, but I hope the commission will do some good with them. These are in response to questions I have submitted. I have listed 50 different divisions of complaints and I have 50 letters, including those notes and rental contracts and other documents that I want to file with you so as to give you a little idea of rental conditions. These documents are ample reply to the question of me asked in your outline as to whether there is any cause for complaint among the renters. I have many more of these at home.

(The letters and papers here furnished by the witness are printed among the exhibits at the end of this subject as "Meltzer Exhibit No. 1.")

I have forgotten in my statement, gentlemen, to say that I was selected as national secretary and treasurer of the renters' union when it was first organized in Texas, and held that position for two years, until it changed its name to the land league. Mr. W. S. Noble is now in the position that I held for two years. The purposes of that organization he explained and it is explained in that constitution that was turned over to you.

Now, here are some rental contracts. One of them is private and is to be returned, but here is one feature I want to point out in this rental contract. It also hails from the county, Bell, these notes hail from. I don't know who got it up, but it is certainly a complaint. The provision in this rental contract that I want to point out is one that has not been set forth during this hearing, and that is where it says "In case the party of the second part," who is a renter, "shall from any cause fail or refuse at any time to cultivate or gather the crops or any part thereof planted on the land hereby leased to him in a good and farmerlike manner, the party of the first part," who is the owner, "or his agent shall have the right to have the same cultivated or gathered at the expense of said second party. It being hereby agreed that said first party or his agent shall be the sole judge of the manner of preparation and cultivation should disagreement arise."

Where does the renter come in? God knows. He can't even appeal to the courts under this contract. The landlord has got all the power to make him do as he wishes, and if he does not like him he can put expense on him. He can worry him to death if he does not keep quiet. If he seems to agitate in some way detrimental to the interests of the landlord, the latter can say, "You are not cultivating your crop right," and he has no right to appeal to anybody else as to whether he has cultivated it right or not. It says the "landowner or his agent shall be the sole judge in the matter." That is just in confirmation of what has been said.

Now, then, I want to devote myself to this matter of relief. It is always asked, and I think it will be asked of me, and if not, I want to answer it anyway. The point of relief. Now, while I am not Alexander, I am a little like him in wanting to cut the Gordian knot.

To settle a matter like this, you must get to the bottom of it. As one man said this morning, "a man could not be too radical in going to the root of a thing." Now, the root of the thing is that there is a possibility of able-bodied men and women living without work. If the present social system is so arranged that any person can live without working or being useful to society, then some one else who does work and is useful to society has to support that other person who does not accomplish any useful work. That is the solution of the question, and that is the thing they are all afraid to touch.

If you try to harmonize the interest of exploiter and exploited, but still permit anyone to receive interest and rent and profit—all graft—or permit able-bodied men to live without work, it means that you are trying to harmonize the interests of a hawk and a dove.

Not that I claim that those who live off others are hawks in the sense that they will tear us to pieces, but sometimes I think that we would be better off if we were torn to pieces at once, and not by degrees for 40 or 50 years have our lives worn out and not be able to enjoy our lives.

Consequently the only solution is to stop any man from living from the toil of another, and you can do that only by taking the power from landlordism and placing it in the people, where it justly belongs. For instance, a man said this morning, "The land is mine, saith the Lord." The Lord in this country should be the people, according to the Constitution.

Of course, there are some that have "stolen the lands" and are accustomed to living off them, and it would be pretty hard to make them go to work, because they do not know how. However, I am perfectly willing to appropriate out of the taxes enough to keep them alive, not as paupers, but because they ought to be treated right.

I believe that nine-tenths of those who live from the toil of others are good and kind and try to do what is right, but they are trying to harmonize two things that can not be harmonized, and therefore I would advocate the following:

First, tax lands not used or occupied, and hence held for speculative purposes; that is, such a tax as will make it unprofitable to hold it.

We have been told that we have a great domain in Texas untouched by the plow; and, in fact, Texas is so immense a country, there is so much land here, that it simply staggers the imagination. We can take all of Germany, with 70,000,000 inhabitants, and dump that into Texas, and when we have dumped all of that territory into Texas we have 36,000,000 acres left, and if we take 27,000,000 off that, which is in cultivation, we have about 10,000,000 over. I think it is that in round numbers. It may be a little out of the way. So if all of Germany were put into the State of Texas, it would not nearly cover the uncultivated area. In other words, we have over 100,000,000 acres of arable land in Texas which has never felt the touch of a plow. If the speculator could not hold that great area off of the market it would not have an artificial value, inasmuch as the population is not nearly in proportion to the land area.

Some try to make the impression that because of our increase in population the value of land rose, which is not the truth. It did not rise because of that, but simply because it was held off the market and artificially boosted.

There is another reason for this climbing of land prices, and that is what the gentleman who testified before me spoke of, namely, the colonization schemes of companies that sell lands almost valueless to people in the cities, who want investments but who do not want to go there, and if they did they could not live there when they went. We have something of that kind in my county, in the lower end, where the land is so poor that I can not see much more use for it than just to hold the earth together. They absolutely sell that land in 5 and 10 acre tracts at \$35 and \$40 an acre.

There is a concern, with headquarters in Kansas City, Mo., the home of the chairman of your commission, called the Provident Land Co., which went there and founded "Provident City," selling the city lots for \$30 and \$40 apiece, and sold the land from \$35 to \$45 an acre. The land itself had never sold for more than \$5 an acre for grazing purposes. This same company some years ago had bought a tract from a certain man by the name of F. W. Neuhaus, and paid for it \$11 an acre for about 700 acres, and the company made a \$3,000 payment on it. I don't remember the exact amount, but I know the man who sold it had brought suit to recover title and bought it back in the courts at \$4 an acre, not more than three months ago, showing the actual selling value of the land. It was advertised for sale and no one wanted it for more than \$4 an acre, and they were selling the same land at \$35 and \$40 an acre in these 5 and 10 acre tracts to innocent parties from northern States. If a man had 500 acres of it he might make a kind of a living raising cattle, but he would have to have cattle enough to start with.

That is another artificial way of boosting.

In connection with this land matter, we have been talking about getting capital to the country. The real capital of a country is based upon the ability of the working people, farmers and laborers, to produce good things. This

should be the basis of all capital. Capital itself is but the product of labor. No one can get around that, and the heaping up of capital in the hands of a few is the piling up of unearned labor.

Now, since all the money of the country must have the stamp of the United States Government on its face before it is money, and since all the bank notes are issued through the Government and largely for nothing, without interest, as one banker told you, "the banking business was a method—was a business in which you could get interest on what you owed," which is largely the truth.

I contend for immediate relief that the United States Government, with its supreme power, should coin money, paper money, if you please, and lend it to the debt-ridden and landless people direct on lands or on other good securities at a 3 per cent rate of interest direct, without the intervention of banks.

The Government can do this through the post-office system at a cost which is less for the service performed than that of any other concern we deal with. We get more out of every 2 cents that we pay for sending a letter than any other 2 cents we spend in any other way. The Government has the power to issue all money, and it ought to deal with its people direct, and if we are the children of the Government, it looks mighty rough that the father does not deal with us more decently; I know it is not the mother or it would show more sense.

I propose that the Government go into the money-lending business, as it went into the post-office business. The post office was once a private affair, but I do not think that any decent, respectable, well-meaning citizen could object to this plan. If the Government loaned money to the people at 3 per cent it would relieve us of all our taxes. The 3 per cent would be sufficient to pay all the taxes and pay the running expenses besides of the Government for issuing the currency, and we would not have to criticize anyone for loaning money at 40 per cent. I would feel a whole lot better if I did not have to criticize the people, but if the conditions are such as they are I can not help it. If the Government had done its duty this hearing never would have come. As one man said, we turned more snakes loose this time than we ever could kill, and if we have a house full of snakes it is time that we were finding it out and proceeding to kill them.

I do not want to take any more of your time. I wish that I could have testified earlier, before some of the earlier witnesses had covered some of these points. It would have taken me 12 hours to have covered the whole situation, but I would be glad to answer any questions anyone wishes to ask.

Chairman WALSH. Commissioner Lennon has a few questions to ask; I have none, nor has Mrs. Harriman.

Commissioner LENNON. Have you noticed any exercise of political influence by the owners of the land over the renters on their land?

Judge MEITZEN. I have these letters that will show. I have that in one group.

(See Meitzen Exhibit No. 1.)

Personally, I have not. I find though, not as to the land class, however, but I find something of that kind as to personal matters in the newspaper business, but that is out of the domain of this investigation.

Commissioner LENNON. Newspapers are not sociological yet.

Judge MEITZEN. No. That is all I know, and I don't want to interject that.

Commissioner LENNON. What is the nature of the teaching that is effective in your schools? What do you teach in the school? Tell us what your curriculum is, what books you use?

Judge MEITZEN. We use the books as prescribed by the State school board; we have a State school law which changes books every four years; that is, they select new ones, not always new ones—sometimes the same ones; but it is the book that is generally furnished, but I don't know—I see no great difference in the books now furnished and those furnished when I was teaching; I have not been teaching for 20 years.

Commissioner LENNON. Do you use readers, and spelling books and arithmetics?

Judge MEITZEN. Yes, sir; and geography books and grammars.

Commissioner LENNON. Do you have land adjoining the schools for experimenting—for experiment by the children, and teaching them to farm?

Judge MEITZEN. No—well, in rare cases we have. That idea is gradually growing. In later years the school department has authorized or required the teaching of agricultural ideas to the children. Agriculture has been taught in

the schools for the last few years, and it is stimulating this thought of gardens and patches, and the cultivation of plants and trees.

Commissioner LENNON. And in conjunction with that, do they teach them something of chemistry?

Judge MEITZEN. Yes, sir; the higher classes; the graded schools that one man told about in electric-light towns.

Commissioner LENNON. Don't they teach the elements of chemistry in what we call the grade schools, in the fifth, sixth, and seventh grades?

Judge MEITZEN. We have a system of limiting grades in most of the rural schools.

Commissioner LENNON. I don't understand your grades here.

Judge MEITZEN. We have a book that the higher pupils are taught from, which teaches hygiene and anatomy, and various other branches of that science, in that direction.

Commissioner LENNON. What is the percentage of children in the tenant districts that do not attend school at all?

Judge MEITZEN. Well, there are quite a number. There are two reasons why they do not attend, according to my own information. I live largely in a German and Bohemian speaking section. That is, the greater proportion of the people around me, in my adjoining counties, are German or Bohemian immigrants or their children, they come from the old countries; and there we find a class of people who don't seem to like the idea of having their children become smarter than they are themselves, and when they advance a little they keep them at home and put them to work, and besides they are very useful in helping hoe and pick the cotton, and in fact, in the country schools they usually have a vacation about cotton chopping time until that time is over, and in the cotton picking time the same thing; and a good many don't attend. Among the Germans we find the desire to attend school far greater than among the Bohemians.

There is a point that comes up in my mind at this time. A question was asked here yesterday, and I think it was improperly answered, why the foreign farmer more likely acquires a farm than the home-born farmer.

Commissioner LENNON. I asked whether it was due to the intensive agricultural education they received in Europe prior to coming here?

Judge MEITZEN. Largely that is true; they hang together. However, I have here a little article published in a newspaper at Hallettsville, Tex., that will probably throw some light on the methods that prevail. This was a case in a county court. [Reading:]

"AN INTERESTING CASE.

"The suit of Ed Schmidt, acting as next friend for his daughter, against William Reuel for ex-wages in the amount of \$41.23 was the most interesting case in this term of county court. It had been appealed from the Shiner justice court, and the court here confirmed the verdict of the Shiner court for the full amount claimed.

"The interest centered in the fact that the testimony showed that Miss Schmidt, aged 19, was one of the hardest working girls that Lavaca County has ever seen. For instance, she picked 360 pounds of cotton in a day, plowed in the field, drove a four-horse team to a scraper on a private road, sawed wood, and on Sundays did the cooking. All of which she did for \$6 a week, and later on, it was agreed between Reuel and her father to make her wages \$7.50 a month."

I read there before, \$6 a week. She ought to have had \$6 a week.

"Later it was agreed between Reuel and her father to make the wages \$7.50 a month, but Reuel failed to pay the \$7.50 a month, hence the suit.

"The question that interested the neighbors of both parties, as well as those who listened to the testimony was how it happened that Mr. Ed Schmidt, who owns 140 acres of black land adjacent to Shiner, free of mortgage"—I found out later that he had not paid for it, and it was not free of mortgage. That is a mistake—"could or would hire out his daughter, over 18 years of age, draw the wages she earned, and permit her to work as she did without her being consulted in any way, good, bad, or indifferent, about the contract.

"The New Era hopes that the day is not far distant when the women of Texas will have the power to look after legislation, protecting their sisters in cases like these that are occurring daily throughout the State, and especially in this part of the State where the ignorant opposition to women's suffrage, compul-

sory education, and other beneficent laws registers the highest. Maybe this girl's case is a composite picture of the reason for the male opposition."

Now, this is an extreme case; it does not happen often that way, but there are usually girls and boys on the field, little and big, and women, too.

Chairman WALSH. Are the girls and women usually in your neighborhood used as field hands to work?

Judge MEITZEN. Yes, sir; most of them. There are, though, many young people among the Germans and Bohemians that do not do this so much. The Americans are not as bad in this as some of the Germans and the Bohemians in the country.

Chairman WALSH. I have been asked to ask you these questions, and I wish you would answer them concisely, please. It is a question that has been asked to-day, and I want to ask you, although they will furnish you an opportunity to say a great deal. The gentleman signs this "One": Is not every child born into the world entitled as a natural right to have enough land on which to stand and perhaps enough from which to dig his bread? What is your answer to that?

Judge MEITZEN. My answer would be Herbert Spencer's answer, I think it is. He says that if the earth were parceled out to-day to all the people in it, and each given a portion, then the child that is born to-morrow would have no land. You understand now the proposition is simply this: The land belongs to the children unborn just as well as those who live now, and should never be monopolized or taken away from them. We can not afford to divide it out and then leave our coming generations without any.

Chairman WALSH. What effect would a universal guarantee of its natural right have on the tenant problem in both the town and country?

Judge MEITZEN. There would be no more tenants. We would have no more tenant problems. We had no tenant problem when I was a boy. We had no mortgage problem when I was a boy. The common slave that was just turned loose could get credit without a mortgage, and all these mortgages are the result of the conditions that tend toward the point of suppressing the poor, unable man. I feel this about it, that it is our duty, we who are intelligent and who see these things, to relieve the conditions of the poor, ignorant person who does not know and is not capable without our assistance of helping himself. We who are intelligent should realize our duty. We can't excuse ourselves by accusing him of being the fool. We know he is a fool. Certainly, but he is not responsible for being a fool. He was born that. Neither am I responsible for being a little better educated and enlightened.

Chairman WALSH. That is all. We thank you very much.

Judge MEITZEN. I am very much obliged to you.

Chairman WALSH. You will be excused.

Prof. L. H. Haney.

TESTIMONY OF PROF. LEWIS H. HANEY.

Chairman WALSH. What is your name, please?

Prof. HANEY. Lewis H. Haney.

Chairman WALSH. What is your profession, Professor?

Prof. HANEY. I am a university professor.

Chairman WALSH. Where are you employed at the present time?

Prof. HANEY. University of Texas, at Austin.

Chairman WALSH. And what position do you occupy with the University of Texas?

Prof. HANEY. I am professor of economics and chairman of the school of economics.

Chairman WALSH. How long have you been connected with the University of Texas?

Prof. HANEY. Five years.

Chairman WALSH. And just briefly state the place of your nativity, your history up to the time you came to the University of Texas.

Prof. HANEY. I was born in central Illinois, and after receiving the usual education went to college at Dartmouth, N. H., where I took my bachelor and master degrees, and from there I went on a travel fellowship to Wisconsin, where I took my doctor's degree; and from there I went to the University of Iowa, where I was instructor in economics; from there to the University of Michigan, where I was assistant professor; from there to the University of Texas as associate professor and later as professor.

In the interim during the summers I have been employed by the State in connection with the tax-commission work, with the Federal Government—the Bureau of the Census—and was for some time, a period of time, special examiner for the Interstate Commerce Commission.

Chairman WALSH. Have you prepared a paper, or discussion, Doctor, upon any subject covered by our hearing?

Prof. HANEY. I have.

Chairman WALSH. Please give the general outlines of it.

Prof. HANEY. The paper I have divided into four portions; one is a statement of the facts as to the usury and the like; the second is a statement of the evils which I conceive to arise out of that; the third is a statement of the causes for the said evils; the fourth is some constructive remedies for such evils, based, of course, upon my analysis of the causes.

Chairman WALSH. You may proceed, Doctor, in your own way, to cover the subject.

Prof. HANEY. I may state that at some risk of being considered academic I have put the outlines of this on a chart, and will put it up here, and if it worries anybody, if they think it is academic, I wish they would forget it and not look at the board.

Chairman WALSH. I think it will be of assistance.

Prof. HANEY. I do not intend to use it in my discussion, but I have outlined the statement of causes and the remedies which apply to the evils.

Within the last two years there have been made three separate investigations of the average interest rates on farm loans in Texas. One found an average of 10.03 per cent; another, 10.36 per cent; another, 10.7 per cent. Only short-time loans based on chattel mortgages or personal security were included. There can, therefore, be no doubt that a large part of the Texas farmers pay much more than 10 per cent for this kind of loans. This is but made the more certain by calling attention to the fact that many farmers pay but 8 per cent; that is not to be denied. It makes it more certain because it takes a rate of 12 plus per cent to make 10 plus per cent when averaged with these lower rates.

These interest rates were paid by the average white Texas farmer and is not confined to the tenants.

Two of the investigations were based on reports from banks. I have excerpts of two letters from bankers which are of such interest, Mr. Chairman, that they should be read. I am not at liberty to give the names of these bankers. They are personal letters to me. The first, a national bank of McLennan County [reading]:

"The majority of the small banks have no regular rate of interest, and they usually add 10 per cent to the face of all notes running from eight months to a year, so that they collect a year's interest on notes running eight and nine months. Twelve per cent is usually charged on notes running a year. A great many notes, where they are purchased outright, are discounted at even a greater rate than that. However, it has always been my policy to charge the farmer 10 per cent on money for actual time the note had to run, as I have some scruples about charging a greater rate than the law provides."

The second letter is as follows [reading]:

"Almost invariably the face value of loans is discounted at the banks, the amount depending upon the banker, whether he considers the loan safe or risky. Take \$100; the banker takes \$10 or \$15, as the case may be, and the borrower gets \$90 or \$85."

About one-third of the bankers with whom I have had communication indicated the existence of an interest rate of over 10 per cent. That comes from the bankers.

Thus it is easy to believe that the information from farmers shows a high average interest rate. I find that the farmers themselves report a rate of about 12 per cent on the average. Taking a group of loans of \$50 and under—a very common size of loan—the interest rate actually paid averaged about 15 per cent. Out of 20 average tenant farmers who reported to me during the last two months, 6 paid over 10 per cent and 1 was doubtful. That doubtfulness is typical in some cases.

In my judgment, based on statements of both bankers and farmers, about one-third of those Texas farmers who do borrow pay more than the legal interest rate—about 33½ per cent.

Various means are used to defeat the 10 per cent interest law. They are, for the most part, well known, but I believe it will be interesting to the com-

mission to have those means stated. The very fact that occasional suits are brought under the law is evidence that it is continually evaded. Some of the more common devices are as follows:

1. Drawing a note for a sum so much larger than the actual principal of the loan that the excess is equivalent to over 10 per cent on the principal; e. g., giving the note for \$30 in return for a loan of \$25.

2. Overstating the value of some article purchased on time; e. g., charging 10 per cent on a debt of \$200, the consideration in which is a \$150 mule.

3. Charging a lump sum for a loan which, when figured as a per cent on the principal, gives a rate over 10 per cent; e. g., A charges B \$5 for a loan of \$50 for six months, making the interest 20 per cent.

4. Charging 1 per cent a month, or 12 per cent a year. Twelve per cent is generally charged on farmers' notes running for a year in some Texas counties.

5. Charging a full 10 per cent on a loan which runs for less than a year, say 9 months; e. g., on a loan of \$300 for 9 months \$30 is charged, whereas only nine-twelfths of \$30, or \$22.50, could be charged legally. In some counties 10 per cent is usually added to the face of the note whether it runs 8 months or 12. Out of 22 tenants who recently reported to me, 14 paid a year's interest on loans that ran for less than a year.

6. Charging a full 10 per cent on a loan, the whole amount of which is not made available to the borrower; e. g., a tenant gives his note to a merchant for \$300, at 10 per cent, due in 9 months, but he only draws on this amount to the extent of one-ninth each month, the balance remaining in the merchant's hands. Again, a farmer borrows \$300 from a bank, paying 10 per cent in advance, and is virtually required to leave part of the principal in the bank.

7. Combining the addition of interest to the face of the note, with a limitation of the amount made available; e. g., a farmer goes to borrow \$100. He makes his note for \$110 or more and gets not \$110, but \$12 a month for 8 months, \$96 on a note for \$100. This is an actual case reported to me recently.

8. Charging so much for making and filing the mortgage that an appreciable percentage is added to the cost of a loan; e. g., charging \$1.50 for making and recording a mortgage to secure a \$30 loan. Such charges run from zero up to \$1.50, varying in different counties and with different people. That is another actual case.

By making loans for short periods, from one to three months, with the idea that they will be renewed, any excess interest secured by the preceding methods is sometimes intensified.

Of course, the interest is almost universally deducted from the principal at the time the loan is made, and this virtually increases the rate of interest. That is so common that it no longer attracts attention. It is called discount now instead of charging interest. The farmer goes to borrow \$300 for a year at 10 per cent; he gets \$270 in cash and really pays 11.1 per cent interest.

But you ask about how many farmers borrow. It is difficult to get information of this sort, but it is about as follows, Mr. Chairman: While I have not, of course, so many cases as would be requisite to establish any exact average, yet the most notable fact about this whole question is that nobody has any cases except one or two which he has seen or heard of. That being the case, the fact that my conclusions are based upon about 150 cases lends some importance to them.

About 95 per cent of farmers borrow from banks. Of these, about 75 per cent borrow regularly year after year. Over 95 per cent of tenants borrow from some source or other. From 75 to 80 per cent of tenants borrow from some source other than the store; that is, they borrow cash or its equivalent from the banker, the landlord, or neighbors. About 60 per cent of the tenants borrow from banks; of that I am quite positive; and the average bank makes over 50 per cent of the total number of its farm loans to tenant farmers. Tenants generally borrow regularly each year.

But are the farmers' loans of any considerable amount? The facts are approximately these: The average bank loan of farm owners I find to be about \$500. I think nearly one-half of the loans are \$100 or less. A few large loans bring the average up. The average yearly borrowing from banks by tenant farmers is \$250; the average yearly borrowing from landlords by tenant farmers is \$125; the average yearly borrowing from other sources by tenants is \$200.

Now, these figures are approximate averages of the size of the loans made to those who borrow.

If you take all the tenants, including those who do not borrow as well as those who do, I believe the average annual borrowing for the black-land tenant

would be found to be about \$260, including the loans from banks, landlords, and neighbors and other sources, excepting only store credit.

But are these amounts not small in proportion to the business done, you ask? Of the 20 tenant cases I have been able to study intensively the total amount of credit was, in 1913, over one-third of the gross income; in 1914 over three-fourths of the gross income. Five out of 20 in 1913 borrowed 100 per cent or more of the total for the year.

In 1914 I believe nearly one-half of all tenants borrowed as much as their total gross income amounted to.

Chairman WALSH. How much?

Prof. HANEY. Nearly one-half would be accurate. But are these loans not for capital account, asks some business man, and are they not an indication of increased earning in the future? They are largely for capital; but for circulating capital, and when the considerable proportion of loans made for carrying over past debts, and for consumption is remembered, we see that the situation is unsound.

Another important condition of farm loans is the time they run. But I will not take that up. That is well known, and investigation shows an average length of about seven months.

Store credit: About 80 per cent of farm tenants are in debt at the store. Of these the average amount of credit was about \$185 in 1913, and \$190 in 1914. Individual credits ran from \$10 to \$1,000. Mr. Stewart's case, while exceptional, is not unique. I had several cases reported to me in which the loans were considerably higher. Two hundred dollars is a common amount.

Chairman WALSH. Could you say of what those bills consisted when they would run that high?

Prof. HANEY. I have not been able to ascertain that; no, sir.

Chairman WALSH. In your investigation did it represent, perhaps, cash advances in any case?

Prof. HANEY. I believe not.

Chairman WALSH. All right; you may proceed.

Prof. HANEY. Not in these cases. The amount of store credit secured varies considerably with good and bad years, and this is also true of the proportion of total borrowing that takes the form of store credit. Thus I have reason to believe that in 1913 about 30 per cent of the black-land tenants borrowing was in this shape, and that in 1914, a very bad year, it was 45 per cent.

The average interest paid on store credit may be conservatively put at 20 per cent. To secure an advance of credit the tenant gives the storekeeper his note secured by crops or chattels, or both. Out of 27 tenant cases which I studied recently, 18 mortgaged their crops and 9 said they did not; but notice that all but 1 of these 9 did not trade on credit at the store. It was a high average bunch of tenants. The notes bear 10 per cent interest; but the farmer only gets the use of so much of the loan as he needs from time to time, and he has to pay extra high prices for supplies. Out of 21 tenants questioned by me 11 stated that they had to pay from 10 to 40 per cent above cash prices and 5 did not know whether they did or not. That is a very interesting fact in itself, Mr. Chairman, that they did not know whether they were paying more than the cash or not.

This may be denied, I have had it denied to me by landlords and those who run commissaries on the plantations; but the most that can be said is that the owners or those who pay cash get a 10 per cent or more reduction in the prices they pay, which is the same as saying that the tenant pays 10 per cent extra.

There remains to be mentioned a source of credit, which, while not resorted to as frequently as the other, is so undesirable that any of it is too much. I refer to the loan shark. They exist. They will lend money to anyone on almost any security, if the interest is high enough. They are visited by the most thriftless sort of tenants—in my county mostly negroes and Mexicans—and the interest exacted is enormous and unbelievable. Perhaps as common as any other would be a case like this: \$50 in advance for a loan of \$150, as I was told just a few days before coming up here by a man who has had personal experience in these matters.

Commissioner LENNON. Is that somewhat typical? Do you think there are quite a number of such loans as that?

Prof. HANEY. The percentage of them no one knows, and no one can find out, in my judgment. I think there are enough of them to constitute an evil, to constitute the evil that is to be noted.

Now, in my discussion under the first head, Mr. Chairman, would you care to ask any questions at that point or shall I proceed?

Chairman WALSH. You may proceed.

Commissioner LENNON. I wanted to ask one question. You mentioned the commissary store on the plantation. You are the first one that has mentioned that in this hearing. Are they numerous?

Prof. HANEY. That is almost the universal system where we have plantations; yes, sir.

Commissioner LENNON. Operated by the owners?

Prof. HANEY. Operated by the owner where we have these larger plantations; that is the general custom.

Commissioner LENNON. Do they require chattel mortgage for security on purchases the same as the stores in the towns?

Prof. HANEY. That is not, to my knowledge, the practice. It is all in the family, the landlord has his lien. But a chattel mortgage is not required to my knowledge.

As to the evils: It might hardly seem necessary to say that credit is, in itself, no evil. But like good things, credit has been so abused in this State that many have come to regard it as a bad thing per se. Credit, however, has its great use in equipping efficient and honest industrial leaders with funds in the farming business as elsewhere. When in exchange for a promise to pay in the future, money or goods are given to a man of little or no honesty and efficiency, then credit becomes the occasion of evil. In order to insure himself against loss the lender must supervise the inefficient and keep watch upon the dishonest. Moreover, he must be compensated for the extra risk and trouble involved, and consequently he demands so high a rate of interest that the already inefficient and dishonest borrower is fatally handicapped in competition with other producers. The result is that he falls behind and settles into a condition of chronic credit that is degrading. He does not borrow for the purpose of investing and making a profit, or of saving. That will surely impress you gentlemen. He borrows chiefly to get a sort of circulating capital; that is, for the most part, subsistence—consumption. It is virtually wages. He borrows his wages and pays interest on them. Certainly this is the status of borrowing with the great mass of "share croppers" or "halvers" in Texas. It is these cases that those have in mind who say that credit is "too cheap." I will show that there are others, though.

I have shown that the tenant often borrows as much or more than his entire annual gross income. Here I will add that in the majority of cases he owns next to nothing and is not encumbered with chattel mortgages. Perhaps one-half own some of the farm equipment that is not mortgaged, but nine out of ten of these have most of their working animals encumbered, and the other half have absolutely none of their instruments of production free. When you remember that they are not saving anything, you can realize how hopeless and inefficient they tend to become.

Credit, which is, when properly used, a most beneficial agent of progress, should normally be granted in such amounts as can be used with profit by business men. Many Texas farmers get credit, not for profit, but for subsistence. This is an abuse.

In short, one great evil is not credit, but the abuse of credit, if the loans are made to men who, first, have not the fundamental bases of credit, and who, second, are really not business men but laborers.

All this is coupled with the important fact that poor farming is fostered by keeping poor farmers in charge of farming operations, men who ought to be laborers. This is largely responsible for the present inefficient use of Texas soil, in my judgment. It is one reason why landowners can get but 2 or 3 per cent on their investment, which is the general situation here.

The preceding concerns farmers, mostly tenants, who are defective in the very bases of credit, lack integrity or efficiency, or both. Whether these be one-tenth or one-third of all, no one knows; but their number is large enough.

The second great class of evils comes with those farmers who do not have the potentiality for sound credit operations; who are or might be good risks. I believe they are at least one-third of all; that is, those who might be good risks. Of course some will say that the good tenant gets good credit. But too frequently the good suffer with the bad. The lender can't always distinguish them, especially where they are moving so continuously as they are in this State. Again, the total risk of lending is increased by the numerous

poor risks. And, finally, many borrowers who could be good risks follow the bad example of the poor risks.

These potentially good ones are often in the vicious circle; they are inefficient largely because they can't get the means to improve. To get a start they need funds at reasonable rates. But so high are the rates they pay, and so small is the proportion of the value of their security that they receive, that often they can gather no headway. The inevitable bad year—in Texas, one in every five years, to put it very conservatively—puts them under. The man who has to pay 12 per cent for cash, and from 20 to 30 per cent for book credit, must be a mighty good man to get ahead. Potentially good men are prevented from acquiring and using machinery and live stock, to say nothing of becoming farm owners; and thus, again, Texas agriculture suffers.

Besides the stagnation and poor farming that result in part from the credit system of our State, a distinct evil comes in the effect on marketing. The crops are mortgaged; and the lender naturally makes the mortgage mature when the crop is harvested. Thus the crop must be sold at once, regardless of price. How many borrowers would hold their cotton if they could be doubtful; no one knows that. But it can not be denied that it would be better if they could have the means to hold if they would.

I might mention the fact that the evasion of a statute in itself is an evil, while I am talking about evils, but that sort of evil is so common that it requires no discussion.

The causes: Now, I believe, in passing to the causes and remedies, that the credit problem is an index of the whole land problem. Superficial observers are too apt to attribute our bad credit conditions entirely to one cause, now blaming the farmer, now the landlord, and now some law or other. But the matter is not simple. The rate of interest and terms of credit are immediately dependent upon risk and upon the productivity of loans. If borrowers are honest and thrifty, or possessed of property, and if the productivity of investment is high, risks will be low, and so will interest rates. Thus the problem may be roughly summed up as being one of risk. Also, credit may be hampered by restrictions upon the flow of capital into unsupplied areas.

What, then, are the causes that affect risk in Texas? And what are the barriers that hinder the flow of capital hither? They can be reduced to two classes; first, natural condition; second, to social arrangements. The distinction is worth while, for obviously natural conditions are largely beyond our making, and social arrangements we have made and can make again.

First, as to natural conditions: (1) The character of those who borrow. That some proportion of the Texas tenantry is deficient in the very bases of credit, no one denies. No one knows how large it is. It seems to be large enough to be an important cause of a high interest rate. Perhaps one-third of our tenants are so shiftless and inefficient as to be very poor risks. And these are the ones who move so often that the lender can not count on them. No one knows the cause and one guess is as good as another.

A second natural cause is the extreme uncertainty of our climate. For example, at Fort Worth the annual rainfall between 1899 and 1909 varied between 18 and 45 inches, with wide fluctuations each year. Frosts and floods and hot winds play their part. Of course our one-crop system intensifies this risk.

Social arrangement: (1) First among social arrangements may be mentioned various statutes which operate to increase risks and reduce the supply of capital.

(a) The homestead law is the most serious restriction. In a general way it locks up a large part of the assets of Texas farmers so that they can not be made the basis of credit. And this diminishes the amount of capital that can be attracted to this State. It is an unsurmountable obstacle to the organization of the cooperative land-mortgage associations which have done so much good in Europe. As long-time loans require such security as land, the homestead-exemption law makes the evil system of short-time loans and renewals too common. Loans on chattel-mortgage securities are often too short, bear too high a rate of interest, and afford too small a proportion of the value of the security to be desirable. The larger landowners, under the exemption of homesteads, are often compelled to borrow on farms that are not well improved, because their best farms are homesteads; and this makes their interest higher. The small farmer, on the other hand, is discriminated against, in that he owns no land above the amount exempted, and consequently must mortgage his crops and other chattels and buy supplies at tenant prices. Mr. Chairman,

remember the average farm in the black land is only 117 acres in size, and the homestead exemption is 200 acres, and 57 per cent of all Texas farms are under 200 acres. The average size of farms in east Texas is only 90 acres in size.

I have here to say that the homestead law is evaded. All unreasonable laws are. Through loan companies, bona fide sales are made where loans are really desired. The ostensible seller, but real borrower, retains a vendor's lien, as has been pointed out. Also a mechanic's lien that the law authorizes is used to evade the law. You understand that you can place a mortgage on a homestead for the purpose of erecting a dwelling thereon, and it amounts to giving a mechanic's lien for that purpose. The evasion arises in that the amount of the lien, and the use made of the proceeds, are not always in accordance with the lawful purpose. Of course the law adds an element of risk, and this puts an additional burden of interest upon the borrower.

But what it comes to is this: We encourage the purchase of homesteads by allowing the land to remain subject to forced sale for the amount of the purchase price. Then we turn and prevent the home owner from prospering on his land by making it difficult for him to use the homestead as a basis of credit. This may force him back to the ranks of the tenantry.

The law also may keep the landowner, if a landlord, from making those improvements that the tenant needs for more intensive cultivation.

(b) The attitude of Texas toward corporations of all sorts, right or wrong, has been an agency in retarding investment and settlement by enterprising business men.

(c) In particular, legislation which restricts the operations of life insurance companies keeps much investment out of the State by subjecting foreign companies to a tax of 3 per cent. I refer to the Robertson law, which puts a tax of 3 per cent on Texas policies unless the companies invest 75 per cent of the reserves against such policies or 25 to 50 per cent of the total assets in Texas lands or securities. We keep them out altogether. We kill the goose that might be laying golden eggs in this State. I am going into that more in detail, if it be desired, at the end; but probably it would be well just to let that statement go for the present.

(d) Again, the taxation of mortgages, inasmuch as the tax is generally shifted to the mortgagor, tends to increase interest paid by borrowers on farm property.

(e) One other law which, by increasing risks, tends to some slight extent to keep interest up is that concerning the administration of estates. This law makes notice of administration by publication in a county newspaper valid, and provides that claims against estates which are not presented within 12 months after the original grant of letters testamentary or of administration must wait until all claims so presented are satisfied. This, by increasing risks, keeps the mortgage rate up.

(2) Another group of "social arrangements"—here I come to the customs—which cause bad credit lies in customs and methods of industry—methods not required by any law. These, in part, take us back to the character of the people, no doubt; but, in part, they may be removed, and they may be discussed separately. Faulty methods in farming and marketing increase risk and are fundamental in causing high interest and unfavorable terms. I will say next to nothing on the score of farming methods, but merely observe that German, Swedish, and Bohemian farmers have relatively little difficulty on the score of credit and rapidly rise out of tenantry.

The lack of marketing organization, however, it should be pointed out, affects credit in two ways: First, the ability to pay of the borrower is reduced to the extent that unwise grading, packing, and shipping cut down the proceeds of the sale; second, the risk of lenders is increased by every carload that goes to the wrong market or goes at the wrong time. The present lack of knowledge of market conditions and of warehouses for holding produce pending the clearing of glutted markets are serious menaces to the ability-to-pay basis of credit.

On the other hand, the saving of present wastes in marketing would reduce somewhat the need of borrowing.

The dependence of borrowers upon ordinary commercial credit—not suited to agricultural loans—and the failure of landowners to provide adequate facilities for storage of crops are causes of much loss in marketing. In my opinion, the chief criticism of landlords in Texas lies in the inadequate improvements they provide the tenant, for it results in damaged cotton, sorghum, etc., and forces marketing. If the landlords, however, could count on better tenants, they would be more forward in this matter. It is a two-sided matter, as has been pointed out.

I can hardly bring myself to leave the question of farming methods without a word on the bad effects of speculative landholding. To give you some idea of what I mean, all Williamson County lands increased 183 per cent in value from 1900 to 1910; yet only 55 per cent are improved in 1910, and in Bexar County lands increased 200 per cent, on the average, with only 24 per cent improved. And you can find similar situations in Bell County and others. Now, it is obvious what that means. To some extent it keeps land from cultivation, but this is not sufficient, in my judgment, to be important. The chief evil is that a general speculative fever possesses most Texas farmers. They hold more land than they can farm well. They farm with an eye on the land market. They are more like goldseekers than sober producers. This is, in part, responsible for the shifting and wandering of tenants. Until our farmers buckle down to making all they can on their farms by farming and make a life study of their lands we will have poor farming, shifting farmers, and needlessly high risks.

As to credits, in general it may be said that our whole credit system is based on the assumption, first, that the farmer is to raise nothing but cotton; and, second, is to sell all the cotton in October and November.

Those are the two salient aspects of our credit system. It is specialized to helping the farmer "make a crop," which crop is given as security. The whole system is in a rut. It forces the farmer to stay in the rut. It does not provide for live stock nor improvements. It does not enable the farmer to hold his crop. The idea of charging 10 per cent for loans on a prospective crop is reasonable, especially when there is no diversification; but to charge 10 per cent on loans secured by durable crops when made and when their value is pretty well known is absurd.

So much for the statement of the causes. The discussion of the remedies, of course, is only possible after we know the causes.

Remedies: In considering the possibility of improving the farm-credit situation, I am impressed with the fact that there is no cure-all, no panacea. We must build from the ground up. We must take care that the bases of credit are established. We must attack the demon risk along the whole line. I do not believe that there is a group of farmers in any part of the country that are more in the jaws of risk, which is a menace and an evil to all mankind, than the Texas farmers.

The fundamental causes of risk have been outlined. Now, let me mention all the possible precautions that, in my judgment, may be taken to reduce risks. First, those from natural conditions: Diversification and the raising of live stock must be regarded as a kind of insurance. It pays in the long run. Our water must be conserved and irrigation used where possible. Orchard-heating devices must be adopted. More drought-resistant crops are still a possibility. Then, second, we must redouble the battle against the forces of ignorance and thriftlessness. Education is the strongest ally of good credit. And to these ends there must come a better understanding between landlord and tenant. You see I am just outlining, Mr. Chairman. Finally, we must modify certain laws already referred to as hampering credit, and then enact others to encourage those forms of organization that build up credit. To be concrete, I will mention two specific steps that should be taken at once.

First, the homestead-exemption law should be altered, though not abolished. With the changed conditions and higher land values the 200-acre exemption has become an evil. Of 20 bankers and money lenders questioned 16 were in favor of some change; and, more notable still, over half of the borrowers questioned were of a like opinion. I think this will soon be an issue with us. Something like the following provision would be good: Have a fixed minimum exemption of a certain value, say \$1,000. To this add a certain per cent of any additional land values owned up to, say, \$5,000. Establish \$5,000 as a maximum amount that may be exempt. When it is remembered that the average-size farm is only 117 acres in the black-land belt and 90 acres in east Texas, the folly of a 200-acre exemption is apparent. Indeed, any exemption based on the number of acres works an injustice, for land varies so in value. But the value of the land in an average black-land farm is under \$4,000, so that a \$5,000 maximum is liberal.

The second specific step should be the enactment of such laws as are necessary to establish cooperative organizations, both in marketing and credit. The former is now provided for in Texas—though not on a cooperative basis—by a statute that is good as far as it goes. But our provisions for cooperative credit is as good as nonexistent. We might just as well have no such law on the books. In the first place, we have no cooperative land mortgage associations, a form of organization that makes land a fairly liquid asset, and a basis

of cheap credit in more civilized countries. Nor will we have them until our homestead-exemption law is modified.

In the second place, we have no personal-credit associations. To be sure we have a law, but it is futile. As I pointed out in an article published in March, 1914, this law provides a maximum interest rate of 6 per cent, while the average commercial rate is at least 7½ per cent. So great a difference is not practical. Moreover, the provision that loans shall not exceed \$200 nor run for longer than eight months are bad in a State in which the average amount borrowed from banks alone runs from \$250 to \$500, and in which credit is needed for at least nine months.

But even if the machinery of organization provided were perfect, it is more than doubtful if it would be used, for there would be lacking the motive force to overcome the friction of ignorance and custom. The time has come for action. It is easy to talk and to pass laws. What we need is deeds. We need wise men in the field showing farmers how and staying on the job until the organization is in working order. We need a wise man at the head of such a field force to direct its operations and to focus suggestions for reforms. If only we could count upon getting such a man, I would say that one of the greatest steps of progress that could be taken would be to establish the office of commissioner of cooperative organizations, and to put at his disposal an adequate force of field workers.

Now, that may seem a little bit rhetorical and obvious to you gentlemen and ladies of the commission, but if you had lived in Texas even as long as I have you would be conversant with the fact that we are more given to talk and the passage of laws and less given to deeds, perhaps, than other population of similar size and natural resources in the world.

Then, too, if we are to have any considerable use of cooperative credits, some central organization must be provided. This would be a central cooperative bank with shares held by local associations. Please do not confuse it with the Colquitt Central Bank. I believe that the State would act wisely if it were to place on deposit with this bank some of the public funds, or to purchase stock in the bank, or both. Indeed, it is doubtful if we can hope to get started, so great is the inertia of that part of our farming population which most needs improved credits, unless the State steps in and assumes a wise degree of positive leadership.

The upshot of the matter is:

1. Credit will be dear as long as these risk-breeding fundamentals remain, and they can only be eradicated by years of training.

2. Meanwhile, however, we can do much to make the best of a bad situation by removing barriers, and by relieving the farmer of his dependence upon credit that is not designed for agricultural loans. It can be proved that farmers, who are no better than a large part of our tenants, get credit at the same rate that other business men do.

Chairman WALSH. Commissioner Lennon wishes to ask you a question.

Commissioner LENNON. Professor, do these extensive credits and high rates of interest have any injurious or beneficial reflex influence on the other business of this community that would warrant the whole people in becoming interested in this subject, no matter what business they are in?

Prof. HANEY. It profoundly affects the whole situation. The whole State of Texas, including the parts not interested in cotton raising, are affected by this vicious system. It affects everyone of us. You see it is the fundamental basis for bad farming, and we depend upon the farms.

Commissioner LENNON. Then it has its effect upon either business prosperity or depression?

Prof. HANEY. Yes, sir.

Chairman WALSH. Dr. Haney, I have been handed one question to ask you, and I will read it to you. Would not the taxation of land values which would stop land speculation reduce the selling price of land and make more opportunities for tenants to own their own homes?

Prof. HANEY. What kind of a tax is meant?

Chairman WALSH. I am reading it to you just as it was handed to me.

Prof. HANEY. I can not answer.

Chairman WALSH. You can not answer it in that form?

Prof. HANEY. No, sir.

Chairman WALSH. Well, that is all. You will be excused, then, Doctor. We are much obliged to you.

Mr. Thurman, please.

TESTIMONY OF DR. W. L. THURMAN.

Chairman WALSH. Your name, please?

Dr. THURMAN. W. L. Thurman.

Chairman WALSH. What is your business?

Dr. THURMAN. Lecturer in the field.

Chairman WALSH. Where do you reside?

Dr. THURMAN. Oklahoma.

Chairman WALSH. You reside in what part of Oklahoma?

Dr. THURMAN. Northwest part.

Chairman WALSH. Will you kindly sketch, Dr. Thurman, as the other witnesses have done, what your opportunities of observation have been?

Dr. THURMAN. I was born and reared on a ranch here in Texas in the early days. When the ranching passed away I went into farming. When I was about 22 years old I combined teaching and farming. Later on I dropped the teaching and combined farming with preaching for a number of years. Then I went into the study and practice of medicine and followed that until four years ago.

Chairman WALSH. You say you are in the field as a lecturer now?

Dr. THURMAN. Yes, sir.

Chairman WALSH. What field?

Dr. THURMAN. Socialist lecture field.

Chairman WALSH. Have you made any study of the land question in the State of Oklahoma?

Dr. THURMAN. Yes.

Chairman WALSH. I wish you would please give us the result of your observations or anything you have prepared, Mr. Thurman, having a view to avoiding any possible repetition.

Dr. THURMAN. With your permission, in order to avoid losing time, because you have had so much consumed, and so much has been said that I do not think it is necessary to keep me but a few minutes.

Chairman WALSH. Very good.

Dr. THURMAN. I will read a general statement, and then I would prefer to economize time by your asking whatever questions you prefer. [Reading:]

"The question regarding the development of Texas during the last 20 years has been so fully discussed by Gov. Ferguson that I regard it as unnecessary to spend any time on that point. Likewise Mr. P. S. Nagle has so fully discussed the development of Oklahoma since its opening up by act of Congress that nothing need be said on that line. Tenantry has developed rapidly from the time that Oklahoma became a State. Prior to statehood in Oklahoma all of the white people were tenants except those who intermarried with the Indian people. The reason for such a large percentage of white tenants during the tribal time was that all the land in what is now Oklahoma was held in the name of the Indian governments, and therefore white people, except those who acquired a right by intermarriage, were excluded from control of the soil, and of necessity, if they farmed in the Indian country, they were renters, paying rent to Indian landlords. With the opening of Oklahoma for settlement under the allotment of lands came the end of the tribal control of land. The Indians received their allotments. And I might add here that for certain negroes, either Indian slaves or their descendants, received 40-acre allotments.

"By act of Congress the remainder of the land, except that portion reserved and known as segregated land, was settled by white people, who took it as homesteads. Oklahoma began with free homes. Less than a quarter of a century has passed by and now 55 per cent of its population are renters and over 80 per cent of its farms are mortgaged. Even in some of the best counties of the State in the wheat belt—now, to use this board as an illustration, Mr. Chairman, if you draw a line east and west, from Texas on the west to Arkansas on the east, right through Oklahoma City, north of that is the grain belt, and then the Santa Fe Road, running out of Fort Worth and north, runs through Gainesville, Ardmore, and north to the Kansas line, and that divides the State almost in half east and west, and west of that railway is largely a grain belt. Even in the wheat belt—I refer now to the part in which I live up here, the northwest part—dividing the State east and west and north and south, and including the tier of three counties from the Kansas side—even in the wheat belt 87 per cent of the farms are under mortgage. When we remember that the history of mortgaged farms is that 62 per cent of them are lost under foreclosure of mortgages, it is certain that the doom of many farmers of Oklahoma

who are counted as home owners will be that in a few years they will be pushed over into the renters' column.

"We now have in Oklahoma 104,000 tenant farmers—those figures are obtained from our agricultural department. Add to this number the 62 per cent of the 80 per cent who are living on mortgaged farms and we will have 52,000 more tenant farmers in that State. Add to the present number of tenants, 104,000, this 52,000, and it will make 156,000 tenants, leaving us about 45,000 who will own farms, homes, in that State. The development of tenancy in Oklahoma has been rapid. I would estimate fully 500 per cent since the original opening of Oklahoma. I have not the official figures, however, and I have estimated 500 per cent in 20 years.

"Landlordism is developing in Oklahoma for the following reasons:

"1. Some have become retired farmers and moved to town. Those places are now rented.

"2. Some own farms in Oklahoma who have left the State.

"3. Some have bought additional farms. Generally the farms thus bought were under mortgage; the original owner sold his equity in the land.

"4. Many Indian allotments are very large, as land was allotted not only by the Indian parents, but also by each Indian child. Most of this land is worked by tenant farmers. And I would explain by saying, take the eastern half of the State, the greater portion of the Indian allotments are in that half. Take the Five Civilized Tribes, being the Choctaws, Chickasaws, Cherokees, Creeks, and Seminoles, and take them altogether they were very numerous, and the parents, with the children, all had allotments, and that is one cause of the very high tenancy there. They do not often farm their own land. And those allotments, as I say, were made not only to the Indian parents, but also to each Indian child, and most of this land is now farmed by tenants.

"5. Land grafters have gotten control of a great deal of Indian land by paying to the Indians a small price for a lease. Then the grafters rent these lands to landless families at greatly increased rent. One firm of lawyers in Ardmore, Okla., are thus controlling about 1,500 farms, and they have about 1,500 families renting under them.

"The cotton region of the State has the greatest number of tenant farmers. The cotton region of Oklahoma proper is pretty well in the southeastern quarter of the State, and along the southern counties in the western half of the State. There is a considerable amount of cotton raised there.

"Now, take the Santa Fe Railroad, from where it crosses Red River north of Gainesville, Tex., on north to Guthrie, Okla., then draw a line across the State east to Arkansas; that part of Oklahoma included in these lines, the southeastern part of the State—and over two-thirds of the farmers are tenants, living in poverty, sheltered by wretched shacks, most of them not fit for human habitation. West of the Santa Fe Railroad, taking in the western half of the State, and across the northern half of the State—from Arkansas to Texas—there is a better class of buildings generally, though 5 per cent of them are poorly constructed shacks.

"There is an economic reason for the difference in the housing conditions in the southeast quarter of the State, as compared with the other three-quarters. The three-quarters referred to—that is, the northern half and the southwestern quarter—those regions of the State are almost without timber; there is practically no sawmill timber at all out of which to build houses; and having to buy lumber on the market, good lumber was bought. Also, having little timber for fuel, it became necessary to economize on fuel by constructing good houses. But the southeast quarter of the State had plenty of timber, and log houses were built. Homes were built out of "rawhide"—that is, lumber made from the native timber, oak, elm, cottonwood, all of which warps badly. This insured plenty of ventilation during a blizzard. Besides those mentioned are the old log shacks that were built from 30 to 40 years ago by the Indians. These Indian shacks were generally very poorly constructed, and many of them were built with ridgepoles instead of rafters, and the ridgepoles are sagging down in the middle, and the most of them are in a wretched condition, and many positively dangerous in time of high winds, and yet families are living in them. These Indian shacks are leaky and rotting down. It is in these log pens and rawhide houses that thousands of our Oklahoma tenant families live. They are helpless, hopeless, industrious slaves, living in degrading poverty. The women and the children are overworked, as well as the men. Most of them are now very poorly clad and poorly fed. I will say, Mr. Chairman, that we can

duplicate that Stewart family in Oklahoma by the hundreds in the southern part of the State.

"Fifty per cent of the tenant farmers' children have limited advantages for obtaining education. The chief hindrance is in the fact that the tenant farmer, in order to farm at all, must use all of his children who are old enough to render help as laborers on the farm, first, in helping to make the crop, a period covering May 1 to August 1. Secondly, their assistance must be had from September 15 in the work of picking cotton, and that ends about the middle of December.

"The percentage of ignorance in the cotton South is greater than in the northern portions of the United States, and there is a much greater percentage of illiteracy in this section of Oklahoma, growing out of the economic conditions under which people work, than in other parts. Growing up in ignorance, what shall we expect of them?

"In the practice of medicine I have had opportunity to study closely into the conditions which surround the tenant cotton farmers of Oklahoma and to note the effect of these conditions upon home life, health, and mental development of the people.

"Protection of the mothers and children and against conditions that impose overwork and insufficient food is demanded. Society must meet the question involved. Society rests upon an economic basis; it is determined from that basis. Our social evils are economic in origin. The remedy must consist in changes in the economic base of society. Economic relations must be adjusted to meet the changed economic basis or there can be no solution of our social problems. Our house must be builded upon the solid rock of economic justice, or our civilization will go down."

I am glad, Mr. Chairman, that your commission has taken up the work of making investigations to determine the cause and cure for our social evils.

Chairman WALSH. You say that Mr. Nagle pretty well stated the historical conditions of the land question?

Dr. THURMAN. Yes, sir.

Chairman WALSH. And the other topics covered by the questions submitted to you, likewise?

Dr. THURMAN. I do not remember so well about that. I remember very distinctly about the land question, because I heard his analysis of the land situation.

Chairman WALSH. Mrs. Harriman has asked me to ask you whether or not you have observed whether there was any overcrowding in the sleeping apartments?

Dr. THURMAN. In many instances, yes; in quite a number of instances, not. But there is in many others.

Chairman WALSH. Do the landlords recognize their social responsibility to their tenants in regard to housing conditions, and so forth?

Dr. THURMAN. A few do; but not generally.

Chairman WALSH. Do the tenants as a rule usually show proper consideration for the property of the landowners?

Dr. THURMAN. Yes; except in taking care of the land, and that grows out of the fact that as a rule they have only a one-year contract, and they can not feel the interest they should in the matter of protecting the land against washing by constructing the necessary ditches. In the tenant quarters of the State hundreds of thousands of acres have been ruined by washing away.

Chairman WALSH. Generally speaking, is there a feeling of unrest, or otherwise, among the tenants?

Dr. THURMAN. A very deep-seated feeling of unrest.

Chairman WALSH. How is that feeling met, if in any way, by the State?

Dr. THURMAN. I do not know that I understand your question.

Chairman WALSH. Is there any effort, through public agencies, to cure those conditions; that is, by an appeal to the law or to the legislature?

Dr. THURMAN. No; there is nothing being done at the present.

Chairman WALSH. Mrs. Harriman would like to ask some questions.

Commissioner HARRIMAN. Do the women up in your part of the State drag the cotton sacks?

Dr. THURMAN. Very generally, in the cotton region where I used to practice medicine.

Commissioner HARRIMAN. As a doctor, what do you think the effect of that is upon them?

Dr. THURMAN. I positively know, after being in the practice of medicine for years, that many of them are ruined.

Commissioner HARRIMAN. Their health?

Dr. THURMAN. Yes. I have seen, many times, women as far advanced as six or seven or eight months make regular hands, and, then, I have known of some exceptional cases where they have worked up to the very week or even the very day of confinement.

Commissioner HARRIMAN. What effect does that have on the child?

Dr. THURMAN. It is very detrimental, necessarily, in most cases. And just there, if I may add, in answer to your inquiry about the women, what I know about another extreme case. I do not mean to be understood that this is general; but, in extreme cases where they have been driven by poverty, I have seen the women in the cotton fields with babies 2 weeks old, and I have seen them with their little babies not a month old bedded on the back end of the cotton sacks—away back there 10 feet on the sacks, which had been converted into a bed—and they drag the little fellows across the field, not a month old. No one was left at home to take care of the child, because everybody was out at work in the field.

Commissioner HARRIMAN. Are those white people, as well as colored?

Dr. THURMAN. Yes; white, as well as colored.

Commissioner HARRIMAN. Are you a Socialist preacher because you think socialism is the remedy for this condition?

Dr. THURMAN. I do think so. I believe that society must be reorganized to adjust itself to the changed environment. The environment changes from time to time, and the old organization will not fit into the new environment.

Commissioner HARRIMAN. Could you in one or two words tell us what your definition of socialism is?

Dr. THURMAN. I would give it, in the fewest possible words, as the collective ownership and collective management of those things upon which all the people must depend for life.

Chairman WALSH. That is all. Thank you, Doctor. You may be excused finally.

Mr. Davis.

TESTIMONY OF MR. JOHN DAVIS.

Chairman WALSH. State your name, please.

Mr. DAVIS. John Davis.

Chairman WALSH. Where do you reside?

Mr. DAVIS. In the city of Dallas.

Chairman WALSH. I believe you are a practitioner of law in Dallas?

Mr. DAVIS. Yes.

Chairman WALSH. Have you made any study of the land question in east Texas, particularly with reference to the cut-over land?

Mr. DAVIS. Yes, sir; I was born and reared there.

Chairman WALSH. I wish you would be kind enough, Mr. Davis, to describe the conditions there, if you please, and give the reasons why those lands are not on the market, if they are not on the market, and what figure the situation there cuts in the whole land question, if you have heard it discussed.

Mr. DAVIS. Do you want to discuss it historically?

Chairman WALSH. Yes.

Mr. DAVIS. The cut-over lands of east Texas are largely within the boundary between the Sabine and Neches Rivers. That territory was settled first along in the thirties, forties, and fifties by people from Mississippi, Alabama, and Georgia, and very largely they consisted of frontiersmen of the South who settled in the early days there, and some of them brought slaves. They settled along the creeks. There are a good many creeks and branches through that country and it is well watered and timbered, and they settled on the creeks and usually they obtained the land for a nominal cost. They would build on the hills and cultivate the land down to the creek. The land consists of the bottom field, the hammock, and the upland fields.

Chairman WALSH. Did they have it in large tracts?

Mr. DAVIS. Usually from 200 to 300 acres and sometimes 600 acres of land. The pine land was not taken up by the settlers, but was usually used as school land or for donation to the railroads and bought in by lumber companies after the war.

After the Civil War was over, of course, the slaves were freed and the old original settlers were there and they had nothing but the land; their slaves were freed.

That condition continued until about 1880. About 1880 the railroads began to build through there and some foreign people came in and then mills were erected—sawmills—along the railroad. These sawmills brought in a great influx of mill hands. Because of those mills being there the farmers quit their farms and went to the sawmills and worked in the mills, abandoning their farms. The result was, in the eighties and the nineties and up to 1900, was, and the same situation exists up to now, the whole community life was disturbed, and some people who were formerly good citizens in the community went to the bad and became shiftless and they would drift more or less.

Now, at this time there is a large proportion of this country that is what is known as cut-over land. There are a good many tenants there, but the percentage is small. Most of the people own their own homes, but they are still backward in the question of advancement along economic lines. However, the school facilities are being improved all the time. Where they used to have a one-room schoolhouse they have now many good schools, and they have obtained those school buildings and funds for the schools not only from State taxes, but they have independent school districts.

Chairman WALSH. Under what circumstances are those lands sold to settlers nowadays?

Mr. DAVIS. A large percentage of the land is not on the market.

Chairman WALSH. Why not?

Mr. DAVIS. They are holding it for future timber purposes. In other words, they can cut over land every 25 or 30 years where they leave medium-sized timber; but in the last few years they are cutting it more closely, and it takes now from 30 to 35 years to get a saw log off of the land.

Chairman WALSH. Usually, is the land fertile?

Mr. DAVIS. No, sir; except along the creeks and in the hammocks; not much outside of that.

Chairman WALSH. Where it is productive, what is the cost of preparing it to till?

Mr. DAVIS. It costs from \$5 to \$10 an acre to clear it, and they just cut the timber down and burn the logs and leave the stump there, and it costs about \$10 to \$20 an acre to remove all the stumps and prepare it for cultivation. Some of that land is being put on the market by the small mill owners, who have had their day and cut the timber off.

Chairman WALSH. What figure would you say that large section of the State cuts in the land situation?

Mr. DAVIS. I have always contended, Mr. Chairman, that east Texas was the best poor man's country in the world. It is cheap land with plenty of water and wood, with good climate, and you can always produce a crop; there is never a year that you can not produce a reasonable crop; not so much, of course, as in the black lands, but the seasons are better.

Chairman WALSH. Where do the owners of the land principally live?

Mr. DAVIS. Those who till the soil mostly live on the property, but the mill owners live, of course, in the cities, and some even out of the State.

Chairman WALSH. Does any very large proportion of them live out of the State?

Mr. DAVIS. The Houston Oil Co., for instance, owns a vast amount of cut over timberland, and the stockholders of that company live in Houston, and some of them in New York.

Chairman WALSH. Is there any development along the line of opening it for settlement?

Mr. DAVIS. Yes, sir; I was down there last August and September, and they are now attempting to open some of that land for colonization purposes, reserving the mineral rights to the Houston Land Co., or whoever may own the land.

Chairman WALSH. What proportion of the land is tilled by tenants?

Mr. DAVIS. Of the country as a whole, from 10 to 20 per cent; it varies. The tenant problem has never become serious there, because the sawmills have taken up the floating population.

Chairman WALSH. Do you think the tenant problem is largely a question of surplus labor, you might say, Mr. Davis?

Mr. DAVIS. I will say yes. Up until recent years the lands of the State of Texas, as a public domain, were given for a nominal or no consideration to the people who came from the older States, and that land has all been taken up and there is no surplus lands, there is no cheap or free land found now and the people who come now are compelled to buy under present conditions.

Commissioner LENNON. I am going to ask a question for personal information. Does the cut-over pine country in that region produce again pine, or scrub oak, as it does up in our country, or a growth that was never on there originally?

Mr. DAVIS. The cut-over land produces scrub oak; but the fields that have not been cultivated and thrown out produce pine. There is a field that I played on as a boy that now produces pine saw logs.

Chairman WALSH. Do you own any land?

Mr. DAVIS. We have purchased 50 acres on a beautiful creek down there, where we go every summer; we have no landholdings but this beautiful piece of land that we go to for a vacation.

Chairman WALSH. That is all, Mr. Davis, you may be excused; thank you.

Mr. DAVIS. I will leave a little statement with the stenographer.

(The statement so referred to, entitled "Rural problems in Texas," by John Davis, was submitted in printed form.)

Chairman WALSH. Mr. Yeary, will you please take the stand?

TESTIMONY OF MR. W. B. YEARY.

Chairman WALSH. State your name, please.

Mr. YEARY. W. B. Yeary.

Chairman WALSH. Where do you live, Mr. Yeary?

Mr. YEARY. At Farmersville, in Collins County, Tex.

Chairman WALSH. How far from here is that?

Mr. YEARY. Forty miles.

Chairman WALSH. In what direction?

Mr. YEARY. North.

Chairman WALSH. What is your business, Mr. Yeary?

Mr. YEARY. I am a farmer, and I have got some other interests.

Chairman WALSH. What are your other interests?

Mr. YEARY. I have stock in a bank.

Chairman WALSH. Are you in the manufacturing business, also?

Mr. YEARY. No.

Chairman WALSH. The suggestion has been made that you are in the silo-manufacturing business.

Mr. YEARY. I am just agent for that.

Chairman WALSH. Now, I wish, as the other witnesses have done, that you would give us a sketch of what your activities have been; your place of residence, your nativity, and the business activities of your life since you have grown up.

Mr. YEARY. I was born within a mile of Farmersville, Tex. My father was there 20 years before I was born.

Chairman WALSH. Where did your father's and your mother's folks come from?

Mr. YEARY. Tennessee.

Chairman WALSH. Were they Americans for some distance back?

Mr. YEARY. Yes, sir.

Chairman WALSH. Proceed, please.

Mr. YEARY. I lived on a farm a mile from Farmersville, Tex., until I was 16 years old. My father, after he began to get a little old, was employed as a clerk in a dry goods store, and I being a cripple, he bought 12 acres of land close to town so that I and the other children, girls, could go to school. I was 15 years old. I and the girls cultivated that 12 acres, principally in cotton, until I was 20 years old, clerking in the store in wet weather and busy times, and at the age of 20 I was employed in a drug store clerking. Four years later I bought an interest in the drug store. I continued in the drug business until—20 years—and then moved out on my farm a mile and half from town.

Chairman WALSH. Where did you acquire that farm you moved out on?

Mr. YEARY. My mother and father willed me 100 acres, and then I bought some other farm land. I continued to buy all the 20 years I was in the drug business, putting in all the money I made.

Chairman WALSH. And when you moved out, how much land did you have?

Mr. YEARY. Seven or eight hundred acres. I moved out on the farm in 1897, and in 1901 I sold my interest in the drug store and bought stock in the bank, and I have lived on the farm ever since.

Chairman WALSH. Have you farmed the place yourself?

Mr. YEARY. I have farmed all I could.

Chairman WALSH. Do you employ farm hands, or do you have any of it let out to tenants?

Mr. YEARY. I farm a little differently from most people. I live on 140 acres, and I have 700 or 800 acres close around me, and as my land begins to wear or wash on the different farms, I sow it in oats or wheat and rotate it at the different places. I keep something like 200 or 300 acres of the 800 acres of land so farmed myself, and cultivated in corn, wheat, oats, and alfalfa, and I build it up in that way.

Chairman WALSH. You have a family, have you?

Mr. YEARY. Yes. The rest of the land I rent out. I have two other farms of 150 and 200 acres farther away than that, and I rent it all out.

Chairman WALSH. How many tenants do you have?

Mr. YEARY. From 8 to 12.

Chairman WALSH. Have you had them for some length of time?

Mr. YEARY. I have one renter that has been with me for 20 years; I have another renter that has been with me about 15 years, and one has been with me about 6 years.

Chairman WALSH. Please describe your experience with your own tenants, the sort of contracts you have with them, how you select them, how you bargain with them, what sort of agreement you have, whether it is in writing or not, and generally how you deal with them with reference to the crops and the payment of the rent?

Mr. YEARY. When I first moved out on the farm I got up some written contracts, but I soon found that the written contract, under the statutory law of the State—it did not appear to me there was very much use in it, and consequently if I rented a man a place, a house and 50 or 75 or 100 acres, he understood that I was to receive a third of the corn and a fourth of the cotton, and I had very little to say about it. I think 90 per cent of the land in the black-land belt is rented the same way.

Chairman WALSH. They have all contracts on the third and fourth plan?

Mr. YEARY. Yes.

Chairman WALSH. You can go ahead and describe, Mr. Yeary, just how you got along with your tenants, and how they have thrived, or otherwise, what they have earned, what they have attempted to till, and please give a study of the whole situation.

Mr. YEARY. My tenants have been like the tenants of any other landlord around. Once in a while I get hold of a sort of contrary one, and we change off and turn him loose.

Chairman WALSH. You started in to tell how long your tenants have been with you, and I believe I interrupted you; you said one had been with you 20 years and another 15 years?

Mr. YEARY. The 20-year fellow had a big house full of girls, and where he has made—they all work in the field, and I will impress on your mind this; it seems like the lady there [referring to Commissioner Harriman] is rather surprised that it is white women and girls that work in the field. In northern Texas there are very few negroes.

Chairman WALSH. This 20-year tenant, do his girls work in the field?

Mr. YEARY. Yes; his girls work in the field, and also his wife. He is my brother.

Chairman WALSH. What do they do in the field?

Mr. YEARY. Chop cotton or hoe it, and they pick cotton, and they do their housework, and they do anything else that can be done.

Chairman WALSH. How much of a family do those men have—how much of a family did this man have?

Mr. YEARY. Seven or eight children; and he has been able to dress his children very well and give them a modern education and send them to school three or four months in the year, of two or three months.

Chairman WALSH. For how many years?

Mr. YEARY. From the time they were little folks, practically, up to the time they were grown, he gave them two or three months in the year after cotton was picked, until school was out, or until cotton-chopping time began next year.

Chairman WALSH. What became of the family, did the girls marry off?

Mr. YEARY. Yes.

Chairman WALSH. Into farming communities?

Mr. YEARY. Yes.

Chairman WALSH. Usually in the neighborhood?

Mr. YEARY. Yes.

Chairman WALSH. All of them?

Mr. YEARY. Some did, and some moved west, to the western part of the State.

Chairman WALSH. How much land did that man farm, the one that was with you 20 years?

Mr. YEARY. That man farmed about 75 acres, all he could possibly plow with a little help.

Chairman WALSH. What would you say in ordinary, or average, years with an average crop, that man would make clear?

Mr. YEARY. Sometimes he would make 8 bales of cotton, and sometimes 12 or 14.

Chairman WALSH. How much money would that amount to a year, his earnings?

Mr. YEARY. That is hard to say; since he has been there we have sold cotton for 4 cents, and have sold it for 14. As to the grade of renters who go there, or as to my renters, they are sometimes my nephews, and sometimes they are my cousins, and sometimes the boys of my neighboring landowners, and they are just the people the rest of us are; I do not see any difference between the renters and the landowners.

Chairman WALSH. There is no class difference in your neighborhood, then?

Mr. YEARY. There is very little in north Texas. I notice in your questions that you men are likely to get a wrong impression. In the river bottoms of Texas, and I might go a little further—several years ago I was elected president of the Texas Cotton Growers' Association, and was president of it for a number of years. I have been very active in trying to find some way of bettering marketing cotton, and have been over a good deal of the State and a good deal of the South, and noticed conditions that exist.

Chairman WALSH. Are you in the black-land section?

Mr. YEARY. Yes.

Chairman WALSH. Go ahead, Mr. Yeary.

Mr. YEARY. Now, some of your witnesses have been in what I call the Brazos bottom district. Very often there I find the landowner is a big merchant in town and a banker in town, and he has his renters tied up, and no other merchant can sell them anything, and they are bound to trade with that man, and if they borrow money they borrow it in his bank, because he has got them tied up in another way; but just step out of that section and into our section, and you have a different condition. We have a grocer there that supplies the renters of all the other landowners in the country; and the implement man will supply them with their implements, and the druggist will supply them with their drugs; you have a different proposition in that section of the country.

Chairman WALSH. I wish, at this point, if you would, give the price of raising cotton in your section, I mean the cost price of raising cotton.

Mr. YEARY. You gave me some questions, and possibly I had better read that, and you can question me as I go along.

Chairman WALSH. I wish you would, please.

Mr. YEARY. First, you asked me to mention the cost of producing cotton. The cost of growing cotton differs on nearly every farm and with nearly every farmer, as well as in every State, and in different sections of the State. No two States are alike, which has a great deal to do with production, and the seasons have a great deal to do with production, more than anything else.

I find that but few farmers take the pains to keep an account of their land. The large majority does not know how to keep their books, nor how to estimate the cost. The main cause for not doing so is because they have no voice in pricing their cotton, and must raise and sell it regardless of cost.

What is the necessity or use of a man figuring up a thing and knowing the cost of producing his cotton when he has not got anything to say about selling it? If he has just got to take the price the gamblers of the world set on it, there is no use of him worrying about figuring up the cost of it. That is a condition that we have.

On my farm, under my own management, I find the cost to be about 12 cents per pound, though wages are higher in my section—the black-land belt of north Texas—than in many parts of the cotton belt, though the yield is better and one man can cultivate more land. A mistake is frequently made by an experiment station or specialist, who has all the advantages that could be asked for in the way of soil, seed, implements, and knowledge, and his results are given to the public as the cost of cotton, while, in fact, it is the minimum cost, or shows how cheap it can be produced under the most favorable cir-

cumstances, rather than what it does cost on an average, or what is possible over any section. The same experts could possibly not do any better or as well, under the average conditions of the average farmer or tenant.

There is no doubt about the average renter—I have seen negroes, and I have seen as sorry men as you probably ever saw, that were experts at raising cotton. It is a mistake to think, although we may have a tremendous lot of ignorance in the South in some respects, that we have no experts; and when it comes to preparing the land for cotton and raising cotton we have experts. When you find a little girl 10 or 12 years old that can beat any man you can bring in here from Ohio or Illinois or anywhere else, I would call her an expert; and when a little girl 10 or 12 years old can go into the field with a hoe and hoe more than a man you can bring here from the North, I call her an expert. In that respect we have experts.

We have all kinds of land and all kinds of farmers and equipment. Some must cultivate very poor land and use very sorry equipment. It requires the efforts of all to supply the cotton required by the world in normal times. It takes all of them to make the 15,000,000 bales we are supposed to make this year. The land, conditions, men, and equipment can not be changed at once, or ever for the better, until there is a profit in the business. We are living in a commercial age and everybody is trying to make money. This has not always been the case. Notice what I said there—this has not always been the case. That is, that everybody is trying to make money. Up to the Civil War in most of the cotton belts, and until in recent years in the western portion, the frontier settlers or those in the newer sections were content to stay on the farm with plenty to eat and wear of their own production. The attractions of the new country and outside profits of stock raising, and so forth, added to their content. Not so now; by the time the boy is grown he knows what is in store for him on the farm, and if something turns up or his education is sufficient for him to turn something up, he leaves the farm. Some learn a trade, some one thing, and some another. Four of my former tenants' boys, and many others of my neighbors, are following trades in Dallas to-day, living easy and comfortable, they tell their former country friends, and try to get them positions, but say they would return to the farm if there was any money in farming. These men were among my best tenants; a poorer grade took their place. This skinning process of driving those among the best from the farm has been going on for a third of a century. Those best capacitated to successfully grapple with our rural problems are fast leaving the farm. It is the surprise of the world why we continue to use the wasteful methods of handling and marketing our cotton that we do, knowing we have a natural monopoly of cotton, the value of which can be realized almost without an effort, when at the same time we are disposing of it for from half to two-thirds the price it should bring, makes it more surprising.

It requires intelligence and money to successfully farm and build up and improve rural conditions. Intelligence is intelligent enough to not enter or stay with a losing proposition, the same in farming as in other business pursuits. The "back to the farm" slogan will never take root and be practiced until profit draws it back.

The question is frequently asked, if cotton sells for less than cost, how does the producer continue to live? The cost as is given the public is based upon \$1 per day for the producer's time in the crop. His cotton is his wages. If it sells for less than cost he simply works for less than \$1 per day. One dollar per day, of course, will not support his family, but his work is supplemented by free labor of his women and children, especially in the West—I call this the West—the western part of the cotton-belt—when they should be in the home or in school. We have built a monument out of the loss in our cotton, it consists of illiteracy, worn soils, and depleted rural conditions, and an army of unemployed men and women in every town and city in the country. In the river bottoms and in the East, the free labor consists largely of negroes, who, expressed in plain English, are enslaved and beat out of their labor. This is supplemented with an enslaved white population. These two classes, one in the West, and the other in the East, are the ones who are pointed out as making money raising cotton, when in reality, their profit is what they have wrongfully taken from their children or others. The increased valuation of land, especially in the western part of the belt, has greatly supplemented losses on cotton. Land-owners have been content with 2 or 3 per cent profit from rents, knowing their land was rapidly increasing in value. It now looks like, in most parts, this must cease or be a more moderate increase.

Possibly the most valuable evidence of proof of the cost of producing cotton is the actual tests on the Taft ranch in south Texas. This farm is supervised by Prof. C. H. Alvord, for many years head of the agricultural department of the A. & M. College of Texas, and holding a similar position for many years in some of the Northern States previous to coming to Texas. Here is a letter from him, giving figures and results of their work. Mr. Alvord says [reading]:

"I regret that I can not give you at this time the definite information as to the cost of producing cotton on our ranch this year, but this would hardly be satisfactory if I could, as this has been an exceptionally good year for us, probably much above the average. I am very confident that where a very accurate account is kept of expenses, depreciation, etc., that over a series of 10 years, with varying climatic conditions and loss, incident to insect devastation, that cotton can not be produced for less than 10 cents per pound, and in many instances it costs considerable more than this. I believe that the difference in the cost of production will depend more upon the yield of cotton than upon the cost of labor, seed, etc. On four of our farms, varying from 1,000 to 1,800 acres each, I find that the total expense per acre (1912), not including any interest or rent charges, was \$22.19, \$21.48, \$25.19, and \$23, respectively.

"The first one mentioned, the expenses were listed as follows: Labor, \$12.87; feed, \$4.14; supplies and repairs, 68 cents; poison, 74 cents; fertilizer, 15 cents; depreciation on stock and equipment, \$1.90; and overhead expenses, super-vising, etc., \$1.70; a total of \$22.19.

"This farm was operated as economically as any farm could be, if kept up in proper condition, and, of course, you understand that every minute's time or labor and every expense was charged against it. If we add to this a rent charge of \$5 per acre, which is very small for land worth as much as this, it would make the cost per acre about \$27.19. If the farmer was fortunate enough to produce one-half a bale of cotton per acre, the cost would be approximately 10 cents per pound. The agricultural reports show the average production of cotton is much less than one-half a bale per acre, and, of course, the cost would increase as the production decreases.

"I am firmly convinced that cotton can not be produced year after year for a fixed cost for less than 10 cents per pound, and in many instances the cost will exceed this.

"Respectfully,

"CHAS. H. ALVORD,
"Superintendent of Farms."

And in addition to what he says, I have given the figures of what it will amount to if he makes a third of a bale or a fourth of a bale, and they cultivate down there 50 acres of land to the man. The rest of the cotton belt will possibly cultivate 20 or 30 acres. I believe the general crop of most of the Eastern States is 30 acres to the hand. And if you cut the amount of work down that they can do per hand from 50 acres down to what they do, you have got the cost of producing cotton as figured, which is 20 to 25 cents per pound for many, many crops. Of course, if their figures are correct, and they are, there is no doubt in my mind—I have made, since 1897, three crops of cotton, and have lost money on every one.

Chairman WALSH. Made them individually?

Mr. YEARY. Yes. I hired help. I have sent my children to school, and I have three boys and one girl, and have graduated the girl in the industrial school at Denton, and will graduate three boys—two of these will graduate this spring from the A. & M. College, and I am sticking to the farm as close as I can, and I have been trying to give my children an education, and have hired help to do my work, except during the vacation, when the boys get in and bale hay and tend the corn and harvest wheat and do anything else to be done during the summer. But I have lost money on the three crops I have raised. And I will, every once in a while, take a notion that the price is going to be a little better, or something or other, or that I want to try some new cotton, or some new seed or some new piece of land that I have been running for years in something else, and I dive into another crop.

Chairman WALSH. Were there any special conditions in those three years that caused you to lose?

Mr. YEARY. No; I made an average crop—as good as anybody.

Chairman WALSH. At this point we will stand adjourned until to-morrow morning at 9 o'clock. We have been meeting at 10 a. m. before this, but will it be convenient for you to be here at 9 to-morrow morning, instead of 10?

Mr. YEARY. Yes, sir.

Chairman WALSH. Thank you.

We will adjourn until 9 o'clock to-morrow morning.

(Thereupon, at 5.10 p. m., Friday, March 19, 1915, an adjournment was taken until Saturday morning, March 20, 1915, at 9 o'clock.)

DALLAS, TEX., *Saturday, March 20, 1915—10 a. m.*

Present: Chairman Walsh, Commissioners Lennon and Mrs. Harriman.

Chairman WALSH. We will now proceed, Mr. Yeary.

TESTIMONY OF MR. W. B. YEARY—Continued.

Mr. YEARY. Yesterday afternoon I was talking on the cost of producing cotton. I had submitted a letter from the Taft ranch on their cost of producing cotton. I did not get through reading the letter. The part I did get read will be sufficient, I think. Then I take up the Taft ranch in the balance of this paper.

Presuming the Taft ranch has the figures about correct, which was \$22.19 as the cost of labor and expense on an acre of cotton. If we then add to that the interest on investment of land, and you can place it at \$5 an acre—a good deal of the land in Texas is worth \$100 to \$150 an acre; practically all of it that is in cotton in the South is worth \$50—\$5 would not be a very expensive interest figure. This would make \$27.19 as the acre production cost.

Chairman WALSH. How much is that?

Mr. YEARY. Twenty-seven dollars and nineteen cents.

Chairman WALSH. Twenty-two dollars and nineteen cents and five dollars?

Mr. YEARY. As the acre cost. Now, this farm, I am told, yields forty-seven one-hundredths of a bale per acre, which is better than the average, better than was ever produced in the United States. In fact forty-five one-hundredths of a bale is the best average over the United States that we have ever made.

Now, in that case, their expense for gathering cotton would be more than the average, because the picking charges would be a little more than where it averages less. The cultivation would be practically the same, but the picking would be a little bit more.

Now, to be as fair as possible about it, this makes the cost of picking a little more, and let us reduce that item \$1.19 per acre, it would not be that much, but that would make these figures average cost \$26 per acre, in place of \$27.19. The Government says that we have, I have got it 37,000,000; it is 36,700,000 acres in 1914, wasn't it?

Mr. ALVORD. Approximately that.

Mr. YEARY. Thirty-six million, seven hundred thousand acres, I think, in cotton last year, but the people generally figure 37,000,000 and talk 37,000,000 acres of cotton this past year. This would make the cost of this crop \$962,000,000. Multiplying it by \$26 an acre, or if we make 15,000,0000 bales the cost per bale will be \$64.13, or 12.83 cents per pound. That is, provided every farmer in the South can cultivate as many acres as the Taft ranch can, and can do their work with as little expense as the Taft ranch can. We know that a great deal of the cotton belt uses \$3 to \$5 an acre for fertilizer, besides the expense of applying the fertilizer; and there is, we know, in the bulk of the cotton belt, that they do not figure on a hand cultivating but 30 acres of land, while the Taft ranch figures 450 acres to the hand. And we know that the expense anywhere else in the South is a great deal more than on the Taft ranch. Any of us that are acquainted with the southern conditions and will visit the Taft ranch will see that they have ideal conditions for producing cotton at the very minimum cost.

Commissioner LENNON. If you find it later will you tell us how much that forty-five one-hundredths of a bale per acre sold for?

Mr. YEARY. Yes. I will get to that. The 1911 crop made forty-five one-hundredths of a bale per acre, sold for 9.7 cents per pound and cost 11.6 cents per pound. There were 16,065,000 bales made which produced a loss, below actual cost of \$157,918,000, if the farmer had received the New Orleans price. This he did not receive by at least \$150,000,000, making the loss about \$300,000,000.

If we make it 15,000,000 bales, it will be forty one-hundredths of a bale per acre, which is above the average. Using these acre costs as given by the Taft ranch, we can arrive at the cost per pound of any or all of the crops in the past.

Government statistics give us just how many acres of cotton have been grown every year, and by using the acre cost we can make our calculations in a minute and tell just how much has been lost or made on any cotton crop for a hundred years back. The statistics as furnished by the Government will give you the number of acres for every year. This goes back to 1790. It also gives the cost or rather the price of cotton sold for each one of those years. That is, you do not want to be misled by the price that cotton sold for in this regard, that they arrive at the price that is the average price of the average grade of cotton received in New Orleans. New Orleans is the only place that we get the cost of what cotton has sold for. There is no one who knows what Dick, Tom, and Harry all over this State or wherever cotton is grown has sold his cotton for. It is impossible to arrive at that. And, again, the price, of course, at New Orleans is something like a cent or a cent and a half higher than the producer could possibly receive. The freight charges and other expenses would necessarily make at least a cent, and possibly as high as 2 cents, difference between the average price in New Orleans and the average price in the country. Besides, another point is this: A great deal of cotton during the heavy picking season when the price is low will go into New Orleans to be held until later on in the spring, when it will be sold at a higher price, and that averages a higher price in New Orleans than the average price would be on the farm. But that is a pretty good line on the statistics on what cotton has brought. It is the best way we have got; and with the difference between that and the price the producer receives, we can make a pretty fair calculation on the price the producer received.

From 1890 to 1914 we have produced 250,000,000 bales. The only statistics we have of what it sold for is the average price paid for the average grade received at New Orleans. The average price there was 9.3 cents, which is, from the best data I can get, at least $1\frac{1}{2}$ cents more than the producer received. If we assume that he received 8 cents, then the actual loss would be \$24 per bale, or a total of \$6,240,000,000. He should have, at least, \$10 per bale profit; this would make the loss \$8,840,000,000. Two-thirds of this cotton has been exported to foreign countries to enrich them at our expense, which amounts to \$5,894,000,000.

Now, this cost and that enormous amount of money is not all that has been lost to the United States or to the National Government. The land has been worn and washed and the plant food extracted from it and it is gone. And the Taft ranch and the rest of us in figuring the cost of producing cotton, do not take into account the plant food that has been taken from the soil, that is gone, at all. We are just figuring the labor and the interest on the investment.

This Nation is thus growing poorer by this amount, besides buying at a profit millions worth of fertilizer material from these foreign nations to produce more cotton to sell them at a loss. Every dollar of this waste is felt somewhere; it is keenly felt by the producer and his family first, then comes the country merchant and banker, and day laborer in the South; then the jobber, railroad city people, and the factories and their labor in the North and East and the industries of the West, who depend upon the South.

The cotton buyers, the operators on the exchange, the banks, and others who are interested in preserving the present system know that if the impression can be made on the public mind that the cost is low, say, 6 to 8 cents, and that the yield can be doubled by using a little judgment and thrift, the Government will not take steps for changing the system of marketing. The public press has been full of such information from the above source for many years. Theodore Price, of New York, and 7-cent cotton go together, he having written so many articles stating the cost of producing cotton was 7 cents. Finally Mr. Price became interested in a cotton picker, and in 1912 was testing it near the Taft ranch. While there he made the statement in his bulletin that cotton cost $10\frac{1}{2}$ cents to produce it there. I wrote him while there and asked him how he came to change his mind as to the cost of producing cotton. His answer was, "Wise men sometimes change their minds," etc. He had been shown the actual expense of making cotton and found the cost to be $10\frac{1}{2}$ cents where it could be produced the cheapest in the United States. All of this communication will be found in his bulletins "Cotton and Finance" for the fall of 1912.

My figures on the cost of cotton may not meet the approval of the critics of the press, that of the cotton buyers, or the expert farmer who farms exclusively upon the board, but as evidence that can not be disputed I point to the pro-

ducers of cotton, their farms, their houses and barns, their children, and finally their schools and schoolhouses, their roads, and the business in the country districts which depend upon them.

That gets me through with the first, the cost of producing cotton.

The next subject is the landlord and tenant. The question of landlord and tenant is causing a great deal of discussion in the cotton sections. In the black-land belt, where I live, there is not much antagonism between them. Practically all of the landlords allow their tenants to divide their crops as they please. Now and then there is a landlord who has extra good houses, barns, and other improvements or extra good land who asks a bonus of \$1 or \$2 per acre or the third of both cotton and corn. Frequently the advantages are worth the bonus. There is some complaint that the landowners will not permit the tenant to sow a large portion of the land to wheat or oats. Even this section is not a dependable grain-growing one, though it is probably more so than any other portion of the cotton belt. The owner of the land has found this out; also many of the best tenants; consequently the refusal is not an injury to the tenant, but a knowledge on the part of the landowner that such crops are not to be depended upon. The owners of land, where rented for the third and fourth, seldom pays more than 3 or 4 per cent interest on the investment. Cotton at normal prices pays the landlord better than the grains, because of the frequent failure of the grain crop.

Right there I might say to you that I have a thousand acres in a farm, and I don't think it has paid me 2 per cent—more than 2½ per cent gross in 5 or 10 years. If I should charge anything for supervision and wear and tear of my houses, I am satisfied I would not make 1 per cent.

There is a neighbor of mine that has 1,800 acres of as fine black land as there is in the State of Texas that told me that at the end of 1913—his land would easily sell for \$100,000, his 1,800 acres; I am satisfied it would be no trouble for him to sell for that—he told me that his gross income was less than \$4,000. Last year it was a good deal less than that. And I had a farmer yesterday that lives here in Dallas tell me he had 1,400 acres, and that his expenses, rented out, and his expenses of repair and looking after it, taxes, and so forth, was \$4,800, and he received \$5,200. So I mention this to show you that the hard condition is not on the part of the renter alone.

Out of the thousand acres I have and \$10,000 of stock in the bank it looks like I should make some money; but I have two boys in college, and it rubs me to the very hide to get those boys through college as economically as possible and live myself as economically as people can live.

A tenant who has a large family of children can not afford not to plant all the cotton he can cultivate and gather. He has found this to be true and is as anxious to plant a large part in cotton as the landlord is for him to do so. As the land ceases to advance in price the owners will in some way try to get better returns. This is likely to work a hardship on the tenant unless the price of cotton can be raised.

You can see that if a man's land is not paying him over 1 or 2 per cent that that landowner is like a railroad man or a business man of any other kind, and in order to sustain himself he must reduce his expenses somewhere. He must get a margin of profit somewhere, and the parties under him must bear their part of it in some way. If he can not advance the price of his stuff, like the railroads the price of their freight rates, as they are trying to do, he has got to reduce his expenses, and it is the same way with the landowner or the farmer. He has raised a crop that he can not do anything with but sell; and if he can not get a good price for it, he is going to burst, and some one else must be damaged under those circumstances. You can not get around it. It is a simple business proposition.

There is another class of tenants—those without children—who often can not make a living raising cotton, but he can afford to take the risk of a large wheat and oat crop if the landlord will furnish the land. This the landlord will not and can not afford to do, which causes contentions. The landowners acquire land as a business investment, the same as other men make other investments, but are content with a more reasonable return than most business men in other industries, but they want some return. The returns are so small they do not provide their farms with the comforts and conveniences the tenants ought to have, but the tenants are usually business men enough to know this, and from necessity put up with it.

The tenant problem would soon solve itself if he could get the value of his cotton or labor. He would soon become a home owner, and everyone that

became a home owner would lessen the number of tenants and reduce the number of tenant farms every time an improved farm was bought by a tenant, but many would buy raw land. Pretty soon there would be fewer tenants than homes to rent. Then the tenant would be in the saddle. We must remember the tenant receives three-fourths of the cotton. If the price is advanced \$20 per bale, the benefit to the tenant is \$15, while it is only \$5 to the landlord. If a tenant who makes 30 bales just makes ends meet at 10 cents, he would be able to save \$450 at 14 cents, which would make a substantial payment on a piece of raw land.

I can remember in this country, and not more than 10 or 15 years ago, when there was not as many tenants as there was farms to rent. Then the landowner was giving a bonus to get tenants. The old settlers in this country can remember when there was farm after farm and big portions of every farm laid out. It was because they could not find renters. About that time, in the eighties, the price of cotton got thoroughly under the control of speculators, and it dropped down to less than 10 cents a pound, and that gradually increased the tenantry—a gradual increase in the tenantry—and to-day we have more tenants than we have land, and you have the opposite conditions to what you had in the early nineties through that part of the country. All of the old landowners all through Texas can remember when there was any amount of land that laid out and grew up with weeds because you could not get tenants.

I consider the price of cotton alone will settle the tenant and labor question in the South; also many other problems, and nothing else will. There is the solution for this situation that will relieve this country—not only the renter, but every industry in the South and in the United States, so far as the industry of cotton is concerned.

I might say to you, Mr. Walsh, that with reference to tenant houses and things of that kind the people do not understand, it seems like, the conditions in the South very much, but I suppose it is much like other sections. I go and buy 100 acres of land and put it in cultivation and put in a house here [indicating] with three rooms and another house over there with five rooms. I have in mind a man and wife, and a house with three rooms is all that he needs and more than he has got furniture enough to fill. Another man has five or six children, and I build a house to fit his needs. The next year these men take a notion that they want to move, and a man with eight children wants that place—the place the other fellow had. Am I expected to put on three or four more rooms because that man is willing to go in the house and wants it or say to him, "No; you can't have it, because you have too many children?" He would probably rather have that house, because he has a neighbor close by whom he is acquainted with, or there is a school close by that he wants to send his children to, or something else of that nature, and he would rather have this three-room house over here close to his relatives. Then, again, at the end of that year this man with the eight children may leave the place, and another man with just his wife may come on, and then it is all ready for that man. We can not adjust our houses every year for the men that move back and forth.

I have got two houses on one farm of six rooms each. This year I have a man in one; just a man and his wife and baby, and he has got enough room; he has got barn room and everything else in that six-room house. He has no use for some of it at all; the upper rooms he does not use, and I don't suppose his wife goes up there once in three months. When I built the house I expected the man to cultivate 100 acres of land, and built it large enough, and that is the condition in a whole lot of cases.

And the landowners are not in any better condition in that respect in a great many cases than the tenants. You will find any amount of landowners—small farmers, owning 50, 75, or 100 acres of land—living in just as bad houses as the renters. We people down here know that there are some landowners live in worse houses than the renters themselves; you all know that. It is nothing but an everyday occurrence, traveling over this country, to find the small landowner, and in some cases the larger ones, who have not got any other way of making an income, who are just as hard pressed as the tenants; they are all hard pressed. Do not understand me to mean that the people of the South, the renters, the landlords, or anyone else, are on flowery beds of ease and sailing along smoothly; none of them are making any money, and the hardship of each one is very much the same as that of the other.

The next question is that of the interlocking between the merchants, banks, and farmers. Those not acquainted with conditions in the South no doubt wonder why the banking and business interests do not join with the farmers

more readily and place cotton on a commercial system of sale. There are several reasons why there is not more cooperation among these and other agencies. First to be mentioned might be the country merchant and country bank. The merchant begins to buy from the jobber on long time early in the year or begins to borrow from the banks to pay for goods to sell to the farmer on time, beginning the first of the year. There is scarcely a year when more than half of the farmers can pay up in the fall and frequently not this number. Merchants and banks have learned that they must push collections to get enough to square up their obligations and be in shape to handle their business the next year. Those who can not pay are expected to give security or additional security if already secured. Thus the merchants' and banks' profits are in notes. They have seen farmers hold their cotton in an unorganized way and finally have to sell it for less than they could have gotten at gathering time, besides the expense of storage, interest, and insurance, which was a loss, until they do not feel like they are serving the farmers' best interest in advising them to hold, knowing that it must be turned loose by January 1, or early in the spring. Besides if the merchant and banker, or their friendly cotton buyers, buy the farmers' cotton before some other creditor gets it, they know they have made their collection, and the risk of loss is ended. This class includes the majority of banks and merchants.

The farmer begins, as I say, 50 per cent of them, owe for last year's debts. They begin on the first of the year to give mortgages securing their accounts for the year with the country merchant and the country bank. By the time fall comes the merchants and banks have all learned that there is not going to be cotton enough to go around. They know they are not going to be able to pay all the debts. And if John Smith in the dry-goods business up there can jump in before John Jones in the grocery business can jump in and get the cotton and buy it from him, he has made his collection, and if anybody is going to get left it is the fellow that did not buy the cotton. This applies to the farmer that is not mortgaged. If the merchant or bank persuaded the farmer to hold his cotton the other fellow is liable to get in and persuade him to sell it and get it, then the other fellow is going to get left in his collection. And so it goes. You can not blame the merchant and the bank for not cooperating, especially when there is so much uncertainty about it. If we are going to work and ask them to cooperate together and hold their cotton, and we know that it is not generally done over the South, the first thing we know some section of the country will turn their cotton in with a whoop and the market is broke and the fellow that we persuaded to hold his cotton is going to take \$5 or \$10 a bale less than when he was gathering, besides the expense. So the movement of marketing, selling, and holding the cotton, cooperation, has got to be spread over the South and be taken up in a way by business people so that they know that it is going to have effect before they can afford to get behind it. You can not hope for them to do otherwise.

There is another class of banks and merchants who, besides being as the above described, are financially interested in buying cotton, seldom publicly, but often having stock with or partners of some local cotton buying or exporting firm, or it may be that the buyer pays for cotton through the bank or merchant and they thus make their collections and secure deposits. To advocate holding or organization would cause the buyer to boycott the bank or merchant, thus depriving them of the opportunity of collections and deposits.

To this last class might be added the city banker, who finances the exporters, who are often stockholders in the bank and sometimes the bankers are stockholders with the exporters. All know that when cotton is placed on a commercial or business system of sale that the present system will readily be ended and the once most profitable business in the South will be no more. The same may be said of the great exchanges. With these explanations it can be plainly seen why the South does not act like business men should; the farmers can not, a part of the others are afraid of losing collections and need all they can get, while others are financially benefited by not having any change made. Bankers and business men, including many of our best farmers, feel that if any effective move is made, not under Federal control, that there will be either manipulations of the exchanges to reduce the price or destroy the movement, and for these reasons a great many have no faith and are disheartened in anything being effective.

This interlocking work in handling cotton is another source of trouble to marketing. Our cotton presents a disgraceful aspect when it comes from the compress. The stock of them seem to be divided between bankers, cotton buy-

ers, and railroads or the managers of them. Naturally changing the system of marketing cotton will call for better handling, which produces another source of opposition. Thus it seems that the handling and marketing of cotton is one continuous tie-up and interlocking of interests for private gain.

I find in many places, especially in river-bottom districts, the owners of large plantations are merchants, commission houses, bankers, and cotton buyers, combined in one business. They supply their tenants and mortgage them until it is impossible for the tenant to buy elsewhere and is forced to accept whatever is offered him, no matter what the price is. The price of cotton never allows him to extricate himself from these masters except to pick up and walk out of the country, leaving a supposed debt behind. While this condition is almost universal in the river bottom districts it is largely so all over the cotton belt. This condition spreads as poverty grows, the merchant or supply man furnishes the tenants of smaller landlords. This interlocking of interest is not confined alone to those I have mentioned; the public press is frequently subsidized, influenced, or boycotted into either keeping quiet, discouraging any movement for bettering the conditions or making suggestions along this line. I have heard of influential papers which had had their patronage withdrawn from them because they had advocated or printed articles outlining plans of relief for handling and marketing cotton. It is not unfrequent for articles of this character to be refused by papers of the South.

Marketing: The marketing problem is simple, more so than that of any other product of the soil. More simple than the selling system of many factories of the country. The cause of the simplicity is because of the fact that the producers are unable to produce a surplus in normal times. A small per cent of the crop taken off the market and held for a higher price, influences speculation to the "bull" side which puts the price up.

The question may be asked if simple why allow it to be sold for less than its value? The answer, to be appreciated, should deal with the development of the cotton industry and the settlement of the cotton belt.

Now, when I speak of cotton, I feel like practically the same thing should be said of wheat, corn, and oats. I do not see any difference so far as the National Government is concerned, or I do not see any difference in the way of handling the crop, the way of pricing the crop between the corn and wheat and oats and cotton. The prices are all made the same way and all made regardless of or without regard to cost of production or value or anything else, simply speculating in the product. They are all on the same basis, and they started their present system of handling, I think, in identically the same way as I speak of here.

Like wheat and corn, in the beginning cotton was not a product of commerce at the beginning of its growth in the United States. They were for home consumption. The producers used the natural products of the country, grass, timber, wild game, and raising domestic animals on the free natural grass, as their articles of commerce and to live upon. Gradually the natural products of the country gave way and as gradually these staple products, once entirely for home use, became commercial products. Their importance was not much felt and the little surplus left over from that of home consumption was sold for whatever the consumer was willing to pay. These conditions existed with the settlement on the Atlantic coast and have continued westward through the entire cotton belt and through the entire Nation as regards wheat and corn. Those on the western border having the advantage of the natural products of the country, have been content and fairly prosperous with selling cotton for less than its value, by having the natural products to depend upon, but the time has come when cotton is wholly for sale, a commercial product, and the natural products of the country are gone; no longer do they supplement the loss in its sale.

All that is necessary to know how to market it for its value is to investigate the system employed by the manufacturer of any or every commercial product in the world.

It has got to be done just the same as the manufacturers of this table or of our implements or anything else. It is a commercial product, and there is only one way commercial products are marketed and sold—that is, to store them and price them and sell what the consumer wants, at that price, and retain the balance.

Everyone uses the same system, which is for the producers to hold and control their surplus, set their price on their products, and sell them as the consumer needs them. This is the only sensible and business way to handle the

proposition. It is universally adopted and used with every nonperishable product of the mines, factories, business industries, and labor. The latter to a great extent have, by their organizations, commercialized labor.

The producers of cotton in the United States must be brought to one unit, or at least enough of them organized into an association to control the temporary surplus which, when known, would bring the balance up to practically the same price the association was asking for its cotton. When such an association or arrangements have been made and in operation there would be no more fluctuations in cotton. The present exchanges would cease to exist and the associations would be a producers' exchange. There would be no further use for the thousands of cotton buyers. This brings us to the objectors and difficulties of organizing and putting such a system in operation. Here has been the difficulty for the last quarter of a century. Everyone, also the exchanges and their entangling alliances, are opposed to any change being made. Their influence are plainly visible in our legislatures, congressional halls, and courts to prevent a change. Just how long the South can stand up under the loss I can not say. Just when she will unite in some way and throw off the yoke of injustice or when labor will assert its rights depends upon circumstances. When our National Government will wake up to her loss in her soil and labor and decide to prevent it can not be foreseen. She is paying a great deal of attention to our national waste in some things, but it seems Congress is a long way from doing anything for the producers of our staple products.

All realize farmers must cooperate in some form to sell their products to an advantage, still our last Congress passed a law permitting farmers to organize provided they did not do so for profit or with a capital.

In the consideration of the Clayton bill a great fight was made to allow farmers to organize cooperative associations or organize for the purpose of selling their products, but the best that could be had was a provision saying, "You can organize, provided you don't do it for a profit or with a capital." Remember the exchanges as we have them are made to serve and protect the buyers and consumers. The producers have no exchange.

Some special influence must have been present. Why should they organize except for a profit, and how could they handle these great crops without a capital? The South is far behind in rural improvements. It will take at least 10 years selling cotton at 15 cents per pound to get the rural conditions in a healthy shape; but this would employ labor of every class, for our farms need everything from ditches to comfortable homes for the family, and stock. This would give employment to all classes of men from the day laborer to the skilled artisan. The cities would take on new growth, demanding more labor of every kind, and using more of the products of the factories of the North and East, thereby employing more hands, and soon the problem would be finding workmen.

Allow me to just mention right here, in explanation, in east Texas we have a fruit section, but we are wearing it out trying to force it to raise cotton. All the western and central part is practically unfitted to raise fruit, in the black-land belt. The result of that is that the east Texas man raises his fruits, and they rot on his hands because he can not do anything with them. They encourage him to plant commercial orchards, and the very first year he gets a good crop he is down and out and can't do anything.

If the producer of cotton in the black-land belt—the western part—had anything like a fair price for his cotton he would absorb every bit of fruit raised by the east Texas man just as fast as he could get it to him. The eastern Texas man would be raising more fruit and cutting down on the cotton acreage. A great many people think if you put cotton up high it will double the acreage. My experience has been, and my knowledge drawn from that experience would be this, that whenever you have increased the price of cotton so that people can get a living out of it, you will start the children to school; you will reduce the acreage; you will put people to diversifying and building up their soil; you will start that section that can raise fruit to raising more fruit and less cotton, and you will reduce the cotton acreage, and the question will be whether you are going to raise enough to supply the demand or not. It is more a question of supplying the demand than producing it. Still, those who are opposed to doing anything seem to want to put that bulwark in front all the time.

The United States is an agricultural country. The farm is the foundation of the great business and industrial structure of the United States.

All business, industries, and labor depend upon agriculture for their support. The nonperishable staple products are the great balance wheels upon which

the minor farm products depend for their sale. The farm is the foundation of this great business and industrial structure of the United States. The factories, business, industries, schools, and labor are only doors, windows, porches, flues, etc., to the structure. When any part of the foundation gets weak or gives away it affects some parts of the structure. The foundation must be kept solid. It is the interest of all that it be so.

The selling system for cotton should consist of a holding company, which should act as a selling agency for the producers or owners of cotton. The company should have a capital stock composed of cotton; the amount of such capital should equal the surplus or hold-over cotton, which should be from one-fourth to one million bales during normal times. This to prevent the opposition from crushing it. The producers should be urged to place their cotton with this company for sale by first placing it in a warehouse, whose weigher, classer, and manager is under bond to do his work correctly, and to take care of and keep it insured; he to furnish the owner of the cotton a certificate showing the weight, grade, and condition of each bale; this certificate to be delivered to the holding and selling company, and receive from it a certificate or certificates of deposit showing the number of pounds and grades of cotton delivered; the cotton not to be withdrawn or the producer to have anything to say as to when his individual cotton shall be sold. The holders of the certificates of deposit could use them for any purpose or any way they could the actual cotton. They would have practically a stable value, whereas the cotton as it is handled does not. I would suggest large standard warehouses at the ports to hold stocks for delivery to consumers, and these warehouses to be replenished from the interior ones. These houses at the ports might be owned and operated by the company, private people, or the State in which they are located, or the National Government.

The average cost of production and the amount necessary to keep the farms up should have special attention, and this amount plus a reasonable profit should be normal as the selling price each year. Such a price would soon cause the land to be built up; more intelligence would direct its culture; better equipment would be installed; intelligent diversification and rotation of crops would be studied and practiced; good roads and good schools would be built, and while the acreage would thus be reduced, the remaining land would be made to produce more and keep up with consumption. The pricing committee could be appointed by the Government or the several States instead of by the company or association, if desired. The producers, unlike many manufacturers and other institutions, would not object to the public knowing what they were making. Really, I think our Government should take active hold of the sale of her staple nonperishable farm products and establish a system of financing and sale, or at least forbid their sale for less than cost, including the plant food extracted from the soil and the upkeep of the farm, for the soil and its products are the Nation's assets, and they are being rapidly wasted. Especially should this apply to exported products.

If warehouses and elevators were under Government supervision similar to that of national banks, and the managers required to act as agents for the producers and the regional banks required to make loans to the producers at low rates, through the warehouse or elevator, with note and proper certificate attached, there would be no trouble in forming an association that could effectively market the staple nonperishable products for whatever price such association or the Government might set on them.

Now, Mr. Walsh, just one little explanation here that is from the Government statistics, and I am through.

The following are the average prices of the average grades of cotton received at New Orleans since 1890 with causes of material changes for years of abnormal high prices.

Prices are taken from Bulletin 128, Supply and Distribution of Cotton.

Now, your question would come in here.

Year.	Cents per pound.	Year.	Cents per pound.
1890.....	8.6	1891.....	7.3

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Before this it had been 10 cents and up.

Year.	Cents per pound.	Year.	Cents per pound.
1892.....	8.4	1903.....	12.2
1893.....	7.5	1904.....	8.7
1894.....	5.9	1905.....	10.9
1895.....	8.2	1906.....	10.0
1896.....	7.3	1907.....	11.5
1897.....	5.6	1908.....	9.2
1898.....	4.9	1909.....	14.3
1899.....	7.6	1910.....	14.7
1900.....	9.3	1911.....	9.7
1901.....	8.1	1912.....	12.0
1902.....	8.2	1913.....	13.1

Now, in the last 10 or 12 years you see there has been quite a material change in prices, jumping up and then falling back. Before that, you do not see it.

This includes 24 years of crops. The first 13 being abnormally low, history gives no effort being made to affect the price-making power of the exchanges during this period.

During 1903 it was \$20 a bale higher than it was the year before and the year after.

During 1903 Dan Sully entered the market and bought and held 135,000 bales, advancing the price as high as 20 cents and making the crop average 12.2. There was no effort the next year and prices receded to 8.7. This aroused the farmers to activity of holding and marketing slowly. They kept up an active campaign through 1905, 1906, and 1907, resulting in advanced prices and great encouragement, but the panic of 1907 demoralized and practically destroyed the further effort. The price again receded to 8.7 cents.

This slump, by manipulation, aroused to action Haynes, Brown, Scales, and others, who decided to make some money besides advance the price of cotton. They bought, during 1909 and 1910, 750,000 bales, but were not able to hold more than 300,000 at any one time. Their action made the price for the two years average above 14 cents. They were indicted for violation of the Sherman antitrust law in 1910, and again the price, in 1911, broke to 9.7 cents.

A great many farmers over the South saw what could be done to stabilize and advance the price and organized the Southern States Cotton Corporation, a cotton growers' marketing association, and was active during 1912 and 1913, again advancing the price to 12 and 13 cents for those years, although the association did not receive but 84,000 bales during the two years. It was destroyed by court procedure.

Thus it is seen that the price of cotton can be made easily and effectively by organizations and the consumers of it of the world not hurt, but the producers greatly benefited, thereby giving employment to millions of idle all over the Nation, for as soon as the farmer is made able he will buy double or triple the amount he now buys. He will buy material to build or improve his home and tenant houses and barns. He and the tenant will buy more and better farm implements and house furniture. Other labor must get out the raw material for these things, and still other labor must manufacture it into the finished article. The railroads must transport both the raw and finished products. The farms will be ditched, terraced, and numerous other improvements made, for there is not one that does not need it. With progress and prosperity on the farm it is at once carried to the towns and cities and improvement begins there, and labor is again called for. Take the pricing of the staple farm products out of the hands of the gamblers and speculators and place it at its value in the hands of the people or the National Government and every legitimate business, industry, and calling will be benefited and blessed.

Commissioner LENNON. Now, just one question. Are you posted as to the crops of cotton, in quantity, raised in other countries as compared with the United States?

Mr. YEARY. Well, yes. The United States—

Commissioner LENNON (interrupting). I mean per acre. I do not mean the great body of the cotton, but I mean per acre.

Mr. YEARY. Well, the United States raises a great deal more per acre than any of the other countries, unless it is some very small acreage, perhaps. I think I am correct about that, am I not, Prof. Alvord?

Prof. ALVORD. I am so informed.

Mr. YEARY. I rather think that will be found in this United States bulletin, Supply and Distribution of Cotton, Bulletin No. 128. I think that covers that. But I know that the yield in other countries is a good deal less than ours. And there is another thing I might mention there as to this matter. The cotton of the United States is practically in a class to itself. The machinery made for spinning the United States cotton will hardly spin and work other cottons. The fiber is different, and some of the machinery is made for a mixture, part of the United States cotton and part foreign, Indian or Egyptian cotton, or something of that kind. But the other crops do not materially come into competition with the United States, like a man would think. In other words, cotton is not cotton in every respect.

I want to call your attention now to a little article—a little clipping—I have here, one which you can see practically every day. There is nothing new in it, but it just shows you how the price of cotton is made and what we are up against. Here is a clipping from the daily paper of yesterday [reading]:

"Cotton prices decline. Domestic markets are steady; slightly lower. Heavy realizing by Liverpool feature of day's trading. Dallas spots 5 points lower, New Orleans 13 points, and other markets rule unchanged.

"News Office, Dallas, Tex., March 18.—Spot markets, middling, closing: Dallas, steady, 5 points lower, at 8.25c.; Galveston, steady and unchanged, at 8.90c.; Houston, steady and unchanged, at 8.90c.; New Orleans, steady, 13 points lower, at 8.37c.; New York, quiet and unchanged, at 8.95c.; Savannah, quiet and unchanged, at 8½c.; Charleston, steady and unchanged, at 8¼c.; Norfolk, steady and unchanged, at 8.25c.; Memphis, steady and unchanged, at 8.25c.; Liverpool, easier, 5 points lower, at 5.30d.

"Future markets, closing prices: Liverpool, quiet, 5½ to 8 points lower; New York, steady, 4 to 5 points lower on the near and 6 to 7 points on the distant positions; New Orleans, steady, 5 to 8 points lower.

"Liverpool market was again the day's feature with the cotton trade, while the domestic market ruled quiet but steady with light trading. With the sharp advance of the last two previous days in the Liverpool market the old long interests failed to resist the opportunity of taking their profits, which resulted in a sharp decline in that market. The opening of the American cotton markets was steady, with prices 4 to 7 points lower, and after the early realizing during the first hour of trading the market reacted, leaving prices unchanged to four points lower at the midday calls. Renewed profit taking during the afternoon session caused the market to turn downward, and after a range of five to eight points between the high and low of the day closed steady, with prices ranging from four to eight points lower than that of yesterday."

Now, you can see right there in the day before yesterday's market that simply the manipulators on the Liverpool exchange wanted to take their profits; they had been betting on the market, and by that means they had bet the price up, and now they wanted to take their profits, and all the way to do it was to bet the price down. Now, that is the machinery that is making the price of cotton all over the country. You will see just such stuff as that in everyday's paper. It is manipulation without regard to cost of production or anything of the kind or value or anything of that kind; it is just whether a bunch can get together and advance the price or reduce it. Any minute they want to a bunch can get hold on it, and there is practically just an equal amount on each side unless there is something comes that will give to one side or the other a little advantage, and then perhaps it goes up and down, and then you will see the speculators go from one side to the other side, and it is just a manipulated affair. Of course as prices are made that way there is always going to be a lot of people like you or like me who are going to take less than the cost of production.

If I was going out to buy any article in the city of Dallas to speculate on, I would realize that the cheaper I could buy it the less risk of loss there would be in it and the cheaper I could get it, if it were a manufactured article that had a cost value to it, the further I could buy it below cost the more certain I would feel that I would not sustain any loss.

Chairman WALSH. That is all, Mr. Yeary. We are very much obliged to you. Your talk has been very interesting, indeed. It has given us some new angles on this thing.

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Mr. Yeary subsequently submitted the following statement as a part of his testimony:

THE COST OF PRODUCING COTTON AND WHAT IT HAS SOLD FOR THE PAST 20 YEARS, WITH EXPLANATIONS.

The following is from C. H. Alvord, superintendent of farms of the Taft ranch in south Texas. Mr. Alvord was professor of agriculture in the A. & M. College of Texas for many years and known as a very practical man. The Taft ranch has every advantage that can be wished for in the way of producing cotton at the minimum cost. The land is perfectly level, extremely rich, rows as long as they want them, and the best of cheap labor in abundance at their command. Here is what Mr. Alvord has to say about cost of cotton:

"This farm (one of several belonging to the ranch, but all joined) contains 1,080 acres, operated by one man as boss, and employing Mexican labor at \$1 per day. The itemized expenses, including the picking, were:

Labor.....	per acre..	\$12.87
Feed for mules, in addition to what was raised on the farm.....		4.15
Supplies and repairs.....	per acre..	.68
Poison.....	do.....	.74
Fertilizer.....	do.....	.15
Depreciation on stock and equipment.....	do.....	1.90
Overhead expenses, taxes, supervision, etc.....	do.....	1.50
Seed.....	do.....	.20
Total.....		22.19

"If we add to this a rental charge of \$5 per acre, it would make an acre of cotton cost about \$27.19. This particular farm produced that season 650 bales on the 1,080 acres. From these figures I submit the following estimate, based upon varying yields: 300 pounds of seed cotton, or 100 pounds of lint, 21.3 cents per pound; 600 pounds of seed cotton, or 200 pounds of lint, 11.7 cents per pound; 900 pounds of seed cotton, or 300 pounds of lint, 8.2 cents per pound; 1,200 pounds of seed cotton, or 400 pounds of lint, 6.5 cents per pound; 1,500 pounds of seed cotton, or 500 pounds of lint, 5.4 cents per pound.

"The average production in the United States is less than 200 pounds of lint; the average cost of lint must be over 11.7 cents per pound."

Mr. Alvord says one hand is expected to cultivate 50 acres of cotton. The crop for one hand in Georgia and most of the cotton belt is 30 acres, or three-fifths as much, or if 200 pounds of lint are made, where only 30 acres are cultivated, the cost would be 19 cents per pound. The average price of the average grade of cotton received at New Orleans has been the following, according to Government statistics:

Year.	Cents per pound.	Year.	Cents per pound
1895.....	8.2	1905.....	10.4
1896.....	7.3	1906.....	10.4
1897.....	5.6	1907.....	11.
1898.....	4.9	1908.....	9.
1899.....	7.6	1909.....	14.
1900.....	9.3	1910.....	14.
1901.....	8.1	1911.....	9.
1902.....	8.2	1912.....	12.
1903.....	12.2	1913.....	13.
1904.....	8.7	1914 (estimated).....	7.

During these 20 years there was only 1 of the first 10 that averaged over 9 at New Orleans, or about 7½ cents on the farm at best. That year was 190 when Dan Sully decided to corner the market by buying up the surplus. I secured 135,000 bales; at one time the price went to about 20 cents, the average for the season being 12.2. No organization or other influence interfered with the operation of the exchanges in making the prices the other nine years. The average price the other years was 7.6 cents. Certainly the advance it is attributable to Mr. Sully. If that crop should have only brought the average of the other nine, then Mr. Sully made for the South \$240,000,000. This demonstrated to many the effect of taking the temporary surplus cotton off the market, and when the price dropped back in 1904 to an average at New Orleans of 8.7 cents it aroused to action the farmers' union and many others, besides me

chants and bankers who organized the Southern Cotton Association. All went to work to persuade warehouses to be built and the cotton held for better prices. This was continued through 1905, 1906, and 1907, and destroyed by the panic of 1907. These years were from 10 to 11.5 cents, or an average of 10.8 cents; the price dropping back in 1908 to 9.2 cents. No doubt the price would have gone much lower if a great many of the farmers' union had not kept up the fight. Basing the average price at 7.6 cents without aid these movements benefited the South in three years \$568,000,000.

So plain was it seen that getting in charge of a small portion of a crop controlled the price led Haynes, Brown, Seales, and others to make an effort to get hold of enough to do so. They operated during 1909 and 1910, buying and holding, but had to sell some because of the need of funds. They never had in their possession at one time more than 300,000 bales, but this forced the price to 14.3 cents in 1909 and 14.7 in 1910. No doubt but that they would have succeeded in establishing an exchange for the producers and maintained a price of 15 cents per pound for all time if they had not been hindered by an indictment for violating the antitrust law. This court action cleared the exchanges of interruptions and the price again dropped to 9.7 cents. Upon the above figures these men made for the South during these two years, \$776,250,000.

All of these efforts were educational and a great many men in the South, seeing the absolute necessity of something being done, were determined to do all in their power. Led by George Dole Wadley, of Bollingbroke, Ga., the organization of the Southern States Cotton Corporation, a cotton growers' marketing association, was begun the latter part of 1911 and was pushed actively during 1912 and 1913. No arrangements could be made for financing and holding cotton in the United States at that time; they had to be made in Europe. The regional reserve banks were not then in operation. It got started late, about November 1, 1912, although it being discussed and advertised, the price held up better than usual, but was 10 cents per pound all over the cotton belt when it announced ready for business and going down daily. The decline stopped at once and the price began to advance at once and was firm at 12½ cents in three weeks' time and continued to advance, making the average for the season 12 cents. The next year averaged 13.1 cents, the second largest crop in history. Basing the calculations on that of other years this organization made the South \$695,000,000. This organization arranged to borrow three-fourths of the value of the farmer's cotton and pay him this and give the farmer its note for the difference between the money received and 15 cents per pound, the price being held for, this note to be paid when the cotton could be sold for 15 cents. It was thrown into court, the court holding that the notes were matured claims, which bankrupted it. It received only 84,000 bales during the two years. The results of no organization is so fresh in the people's mind for the 1914 crop that the results need not be mentioned.

From the above, how dare anyone to say that the price can not be advanced or stabilized to a living price to the producer?

How much help or rather how little would have been necessary from the general public, the States, or the Government to have placed the South where she deserves to be?

If Congress had permitted organization by the farmers, with strict supervision by the Government, so that fair prices could have been maintained, who would have been hurt, especially the past year?

It certainly would not have been the farmers. Then would it have been the merchants who can not pay their bills, and are bankrupt? Would it be the jobbers who are unable to collect from the retailer and are likewise bankrupt? Would it be the railroads whose traffic has been so reduced* that it must beg the commission for a raise to prevent being bankrupt? Would it be the manufacturers in the North and East who make everything used in the South and whose machinery has been idle? Would it be the laboring class who the public has had to feed? Certainly none of the legitimate business or callings would have been hurt, but greatly benefited.

We see from the above that a compact organization is needed. We see who has helped in the past. We see the results. We see the errors in the past. We see the farmer is not the only one benefited and that he is so tied by debt that he can not organize alone. Will those who will be benefited join him? The most important thing now to any farmer, merchant, country bank, wholesale house, or factory is to prepare for properly marketing the 1915 crop of cotton. Who will take the lead? He who does is the greatest man in the South. Who and where is the man that has the nerve to oppose the opposition

and call the army together? The opportune time has come for doing what must be done, all interests realize it, all are ready to follow a wise leader. Let him speak out.

Respectfully,

W. B. YEARY.

FARMERSVILLE, TEX., May, 1915.

HON. FRANK P. WALSH, *Chairman,*
Chicago, Ill.

DEAR SIR: At your request of April 22 for an outline of a plan for a producers' exchange for cotton, I give you the following in as brief a form as I can to make it plain, and then I fear I have not made it plain enough in detail for you to grasp the full meaning, but I hope you will not consider it a bother to make further explanation of any feature not thoroughly understood, for I have given these things almost undivided study for the past 10 or 15 years and can see that something is finally going to be done, and I would certainly hate to see a mistake made or the right thing sidetracked by the opposition if I can help it. I am awfully sorry you did not have time to spend a day going over this feature while in Dallas personally. A personal explanation would have been much more satisfactory.

As stated in my testimony in Dallas, cotton, wheat, corn, and oats are produced by the producers almost wholly for sale, and the producers are following a commercial pursuit; then the sale of them must be after the same system that is adopted and practiced by all other producers of commercial products, such as the manufacturing plants of the world. They make and place in warehouses their products, only selling the amount that their trade requires at their price. If they have any surplus it is kept in storage in their possession. They must often borrow money on their products to prevent a sacrifice sale at reduced prices. This is what must be done, before the present miserable condition of the masses are checked and relieved, but each individual farmer can not provide individual storage, nor can he make individual financial arrangements for holding it; and if he could, individual holding would not establish and maintain prices. There must be a compact organization and a price set, at least a minimum price. This organization should gather together enough producers to represent at least the temporary surplus. The organization should be financially strong, because the dealers and speculators realize such an organization is antagonistic to their interest and will, by manipulation of the market, destroy a weak organization.

To illustrate: Suppose such an organization was formed to act as a producers' exchange or financing and selling agent, and it should make arrangements with banks or individuals for a loan of three-fourths of the market value of cotton—the market value being that price made by the present exchanges through their method of speculation and manipulation. Suppose the market value should be 10 cents for the first three months of the gathering and selling season. Then, suppose that by manipulation on the exchanges, as has been done frequently, the price is lowered to 9 cents, the banks or individuals who had loaned money on it would call for additional security. The farmer could not give it for the cotton is all he has got and it has been reduced in value \$5 per bale by this manipulation and he nor the bank does not know when the bottom will be reached, so the cotton would have to sell and the organization would be destroyed. The opposition's purposes would be accomplished. This is the reason, at least the main one, why cotton is not marketed slowly as urged by economists. But if such an organization was created by the Government, and it should set a price on it and authorize loans to the extent of 75 or 80 per cent of that price, or make such loans through the reserve banks itself, so that there would be no danger of the cotton being forced to sell, the organization would stand and grow and in a few years the entire crop would be handled by the organization, similar to that of the fruits of the Pacific slope. There is hardly any use in trying to establish a producers' exchange or a marketing system for the farm products which are dealt in on the exchanges without Government aid or supervision in some substantial way. This is a shameful condition for a proud Nation like ours to be in, but it is true, and what makes it worse is that these crops are this Nation's foundation, its very life blood.

We have a "bureau" of information; it is of no use. We need a bureau to assist us in extricating ourselves from the grip of the gamblers and parasites in our products. The following plan of work and organization would be my suggestion:

Create an organization or exchange to do as I have outlined above. Use the demonstration agents as field workers, they to carry the plan to the producers and put it into operation. Use the warehouses now available until standard fireproof houses could be built at the ports and main centers. Appoint a committee who is actually familiar with the operation of producing cotton in all sections of the cotton belt to arrive at the cost of producing cotton, including the upkeep of the farm and its fertility, and arrive at its value and selling price. Authorize the agents to buy all cotton of certain grades at the current prices so long as the price remained below the price set by the committee. That is, all cotton that will not go into the organization. Persuade everyone possible to place their cotton with the exchange for sale, no cotton to be accepted in either case that is not in a bonded warehouse or that can not be placed in one. Make loans of 80 per cent to those who place their cotton in the hands of the exchange. To those not desiring a loan, give them a negotiable receipt. The interest charged those who borrow money should be very low; first, to enable the farmer to see his way clear to cooperate; second, the higher the rate of interest the higher the selling price. One of the opposition's fine points of argument to keep the farmers from holding cotton is "the high interest and warehouse charges will eat up the profits of holding, even if anyone knew the price would advance some, but no one knows what it may do. The best time to sell is as fast as it is ginned."

Loans should be made through the reserve banks, the managers of warehouses or the local banks simply acting as agents of the reserve banks. The notes should be made to the reserve banks with warehouse certificates attached. Banks loan farmers money on cotton now and charge the farmer 10 per cent. The local bank takes these notes to the reserve bank and discounts them for 4 and 5 per cent. This may not be too much profit for the local bank, where it guarantees the loan to the reserve bank, but it is an unnecessary charge, and prohibits the farmer from borrowing; besides, the national-banking law would not permit a bank to loan enough to do what might be needed in some localities.

If the warehouses were under State or National supervision it would give such stability to the receipt that the local merchant or bank would take them as collateral and pass them on to the jobber or city or reserve bank that they owed, and there would be but little actual money used. The price would advance uninterrupted to the price set by the organization, and the mills would go to taking cotton more readily than before, because they would realize the stability of the price and at once secure their supply.

If Rockefeller, Morgan, or Carnegie should decide cotton was too cheap—now about 9 cents—that it was worth 15 cents, and place agents in every county to buying, there would not be a "bear" in the world in 30 minutes, and cotton would be 15 cents in the same length of time. Fluctuations would cease, and the exchanges would close like they did when the war broke out last summer. The mills would continue to run. If it was permanent, the farmers in the South and every business and industrial interest in the South, or depending upon southern business, would at once begin to plan for improvements of every nature, and the idle labor in the United States would be absorbed permanently in a short time and peace and prosperity would be the result.

Inclosed find letter of J. L. Dobbs, county clerk of Fannin County, Tex.

Very truly, yours,

W. B. YEARY.

[J. L. Dobbs, county clerk, Fannin County.]

BONHAM, TEX., April 30, 1915.

Mr. W. B. YEARY, Farmersville, Tex.

DEAR SIR: At the request of Mr. R. B. Semple, I am herewith sending you a statement of all mortgages on file in my office since January 1, 1912, as follows, to wit:

January 1, 1912, to January 1, 1913	\$5,609
January 1, 1913, to January 1, 1914	5,531
January 1, 1914, to January 1, 1915	6,618
January 1, 1915, to April 29, 1915	4,110

Making a total of 16,868

Very respectfully,

J. L. DOBBS, County Clerk.

This county has about 5,000 voters, and is a northern border county, where diversification is the most practical in the State. There is usually about two-thirds to three-fourths of the mortgages given that is recorded.

W. B. YEARY.

To the United States Commission on Industrial Relations:

You have given me as specific points for discussion, first, the development of Texas in the past 44 years.

Texas has made considerable progress since 1870. Statistics which are at your command will give more in many respects than I could be expected to think of doing. My knowledge of conditions is necessarily confined to north Texas, though there should be no material difference between it and other sections that have been settled.

Forty-four years ago there was a very small per cent of north Texas in cultivation, possibly 5 or 10 per cent; now about that per cent is not in cultivation. Then practically all that was in cultivation was cultivated by land owners; but about that time, or a few years before, a heavy immigration began to come to Texas from other States, mainly from the older cotton States. Many of these had been well-to-do and brought some money with them and bought land upon arrival or a few years after. Of course, they were tenants for a while. The first coming about that time had the use and benefits of free grass and timber, and the free use of milch cows, and horses for their breaking; very little feed needed, they naturally became able to buy a tract of the then cheap land. As the country settled up the natural advantages gave way, the land increased in value, and homes became harder to buy and tenancy increased. Some of the tenants of 44 years ago have long been the largest land owners. At that time a great deal of the larger tracts belonged to nonresidents; now it belongs to local men mainly.

Forty-four years ago there was but little cotton produced; the farming operations were mainly wheat, corn, and oats. Hay was cut from the prairies for wintering stock if needed; that is, if the winter was bad. Now it is principally cotton, with enough corn and other feed stuff to feed the work stock, of a fair crop year, but if the season is not a fair one for feed crops, then they are short. There have been more failures in forage crops of late years than in former times. This I attribute to the impoverished condition of the land. The land has been run in cotton and washed until it will not produce crops as it once did.

There has been but little change in rental contracts since we began raising cotton. Somehow the third of the corn and the fourth of the cotton became customary pretty soon after cotton became the main crop; before this the rule was a bale of cotton for each 10 acres rented; crop failures or partial failures made this hard on the tenants and it was abandoned. There are but few landlords that have a written contract. Usually when a man rents another's farm it is understood he pays the third and fourth and plants enough in corn to feed his team and the balance in cotton, and that ends it. The statutes of Texas are so plain that there is but little use for anything more. Of late years there is some talk of the landlords charging a bonus of \$1 or \$2 an acre above the third and fourth; this, however, has been done in but few instances in my section, and where it is it is usually for land with extra improvements or extra good land. Just how this can be changed I am at a loss to know, for there are places that are worn, or the improvements so bad, that I had rather give half, if I were renting, than have all I could make on them.

The tenant houses as a rule are bad—too bad for a civilized people to live in—and practically none that have ordinary comforts and conveniences. Many landlords have no better where they live on the farm. The income of the farms will not justify much improvement. I had 600 acres rented out last year and received \$2,200 in rents. My improvement bill was \$700, leaving \$1,500 income on \$50,000 to \$60,000 worth of property, to say nothing of my time seeing after it. This was 2½ to 3 per cent on the investment while the price of cotton was low; these figures are on the present market, as I still have most of it, but my section made a fine crop; very few farms do any better. One of my neighbors who owns 1,800 acres, all rented, as fine land as can be, tells me his paid him \$4,000 last year and about the same the year before. With such returns the landowners can not afford to make the improvements they would like to; the renters knowing this—and many of them do, for they are well-posted, close-observing men—they do not expect any improvements that can be avoided.

There are three or four large landowners in my section, owning from 1,000 to 2,000 acres each; the balance are small ones and mostly live on their farms, go to church with tenants, and intermarry, and feel no distinction between each other.

FARMERSVILLE, TEX.

WM. B. YEARY.

TESTIMONY OF MR. JOSEPH M. McCARVER.

Chairman WALSH. State your name, please.

Mr. McCARVER. Joseph M. McCarver.

Chairman WALSH. Where do you live, Mr. McCarver?

Mr. McCARVER. In Red River County.

Chairman WALSH. Do you live in a town? What town is it?

Mr. McCARVER. We have no town; it is just a store.

Chairman WALSH. How long have you lived there?

Mr. McCARVER. I have lived there 17 years.

Chairman WALSH. Do you run a country store?

Mr. McCARVER. Yes.

Chairman WALSH. What business were you in before you went into that?

Mr. McCARVER. Farming.

Chairman WALSH. You have been on a farm?

Mr. McCARVER. Yes.

Chairman WALSH. We called you to outline, if you will, please, the point of view of the country merchant, the credit system, the cash price versus the credit price, and the reason for it and the effect on the various elements of society that you deal with. I will ask you to make it concise, and I believe Mr. Holman has, because we are compelled to get through now.

Mr. McCARVER. Well, I can only state our personal experience in the matter. Chairman WALSH. That is all we care for, Mr. McCarver; give us that.

Mr. McCARVER. Our experience is that the people who trade on credit want to begin about the 1st of January usually; that is, we must advance our money some 10 months, as they rarely pay before October or November.

We have for several years been charging a difference of 10 per cent—that is, when we charge a person with an item we try to meet the cash price. In good times when the roads are bad we get our hauling done to the railroad station for 5 cents per hundred. Now, we have to meet the competition of the merchant on the railroad. When the winters are bad and the roads are bad we have to pay more for that hauling. We have paid this year as high as 35 cents—7 cents a mile per hundred—and that runs the price up, as we have to compete with the merchant on the railroad in such times as that, as I stated before.

When we sell on credit we charge 10 per cent on the items bought; that is, if a man trades \$10 worth we add \$1 and the debt is \$11.

Chairman WALSH. Do you put it on the article or on the bill?

Mr. McCARVER. We put it on the bill.

Chairman WALSH. And you make no difference whatever in your store in the price of the articles to the consumer?

Mr. McCARVER. We have not for some time, and never did, except in the case of meat, flour, and lard, and such things as that, which we sell at a very close margin because of the fact that it takes cash to buy them from the jobbers. No merchants can buy them except with cash, and for that reason it was the custom a long time to charge a credit price for that and add no interest on it, and the credit price usually brought about 20 per cent more than the cash price. However, we discontinued that five years ago. There was another reason for doing that.

The credit system in our country is not just what it ought to be, I think, and for that reason we discontinued that.

Chairman WALSH. How do you secure yourself, Mr. McCarver?

Mr. McCARVER. By mortgages and notes and landlords standing for the account.

Chairman WALSH. Do you take the notes direct? Do country merchants usually take them direct from the tenant?

Mr. McCARVER. Yes.

Chairman WALSH. Do you discount them at the bank usually?

Mr. McCARVER. We do not.

Chairman WALSH. You handle them yourself?

Mr. McCARVER. Yes.

Chairman WALSH. What interest do you charge on them?

Mr. McCARVER. We do not charge interest on the note. If a man comes to us and asks for, say, \$100, we will take his note for \$100 in a mortgage on whatever he has for security to secure that note; he then can trade \$100 worth with us, and if things are favorable and he needs more we will let him have more.

Chairman WALSH. That is, if it gets to the point where the crops seem secured?

Mr. McCARVER. Yes; or if it looks like he needs it and can pay for it we will let him have it, and sometimes we do when it does not look as if he could pay it.

Commissioner LENNON. When he comes to pay his bill he pays \$110?

Mr. McCARVER. No, sir; sometimes he trades \$90 worth and sometimes not more than \$50 or \$60 worth, and we charge him 10 per cent on what he gets only.

Chairman WALSH. Do you know what the stores do generally in country towns, what the custom is in country towns? It has been suggested here that they charge—there has been testimony that they charge interest on the notes they give, secured by chattel mortgage, and then put an additional price, a credit price, on the product as it goes out to the consumer; do you know anything about that?

Mr. McCARVER. No, sir; there may be instances of that kind, but if so, I do not know it. There is one custom that prevails in our country to some extent among some of the merchants that I will take up. A merchant will go to the landlord for the sake of gaining his influence and make a proposition to him that if he will stand for the people on his place and see that he gets their trade, inasmuch as the landlord has the cash to pay, the merchant will give him two-tenths off, and that is what led to the system of charging a credit price for some things. You understand that if you pay 10 cents a pound for meat and sell it for 11 cents, and then give two-tenths off of that, you are selling it for less than it cost; and if you give \$1.25 for a sack of flour and sell it for \$1.30, which is about the usual price in our times on flour, and then give the landlord two-tenths off of the price charged the man he stood for, then you have got to get \$1.60 in order to come out even. The landlord pays at the end of the month. We discontinued that four or five years ago, but some merchants still do it.

Chairman WALSH. Do the country merchants, similarly situated as you are, in your particular section, carry on business in the same way, or do you know as to that?

Mr. McCARVER. Pretty much the same.* Competition has been rather keen in the good times that prevailed since 1909.

Chairman WALSH. You have a country store out there; you are not in a town?

Mr. McCARVER. No, sir.

Chairman WALSH. How much of a class do you deal with? How much of a population?

Mr. McCARVER. Well, we sometimes have as many as 400 on our books.

Chairman WALSH. How many of them are tenant farmers, of the 400 or 500?

Mr. McCARVER. I supposed you would ask me something about that, and I worked out a little statement about that.

Chairman WALSH. Please give us that, and any other suggestions you would like to make about this.

Mr. McCARVER. I would rather that you would ask me the questions, as I do not know what you want to bring out and do not want to take up too much of your time.

I find that the landowners in a belt of country around us, where there are 90 people, and I have taken a square there on the prairie land—we are on the edge of the timber. In that square there are 20 landowners and 70 renters. In the sandy land, that we are just at the edge of, there are 55 landowners and 45 renters; that is, to the river bottom; we are about 8 miles from the river. In the river bottom there are 3 landowners and 76 renters; and that is about the kind of trade we have.

Chairman WALSH. Do the renters seem to be increasing or decreasing in the last years?

Mr. McCARVER. They are increasing, because for the last six years we have had more renters than we have land for; the land has filled up. That was not the condition 10 years ago, but has arisen in the last six years. In 1904 and 1905 it was very rainy in our section, and the people moved to west Texas, where there was not so much rain.

Chairman WALSH. Do the landowners and tenants seem to get along together or is there a feeling of discontent on each side?

Mr. McCARVER. Not much in our section; there are only one or two landlords that have any trouble to amount to anything.

Chairman WALSH. How are the housing conditions of the people generally?

Mr. McCARVER. Bad generally; there are some men that have good houses for their tenants, but not many.

Chairman WALSH. Is there any closer supervision over the tenant in the river bottom than there is in the sandy country?

Mr. McCARVER. Closer?

Chairman WALSH. Closer supervision—that is, as to what they shall grow and how they shall operate their farms?

Mr. McCARVER. No; I don't think so.

Chairman WALSH. What are the sizes of one-team farms down there?

Mr. McCARVER. Oh, I would say 30 acres.

Chairman WALSH. About 30 acres. And what do they raise? What would you say the average crop to the average man was and how is it proportioned?

Mr. McCARVER. About 20 acres in cotton and 10 acres in corn.

Chairman WALSH. Do they raise any diversified crops?

Mr. McCARVER. Not very much.

Chairman WALSH. Not very much?

Mr. McCARVER. No.

Chairman WALSH. The tendency is to corn and cotton?

Mr. McCARVER. Yes.

Chairman WALSH. That is all. Thank you, Mr. McCarver.

Mr. Youngblood.

TESTIMONY OF MR. B. YOUNGBLOOD.

Chairman WALSH. What is your name?

Mr. YOUNGBLOOD. B. Youngblood.

Chairman WALSH. What is your business?

Mr. YOUNGBLOOD. The Texas Agricultural Experiment Station.

Chairman WALSH. How long have you been director of the experiment station?

Mr. YOUNGBLOOD. Since the middle of 1911.

Chairman WALSH. Briefly describe what your activities in life have been up to this time.

Mr. YOUNGBLOOD. I was born on a farm; taught school three or four years; worked for the Federal Government in farm-management investigation and in charge of the work in the experiment station.

Chairman WALSH. In the Agricultural Department?

Mr. YOUNGBLOOD. Yes; United States Department of Agriculture.

Chairman WALSH. And what is your connection at the present time?

Mr. YOUNGBLOOD. Director of the experiment station—the agricultural experiment station.

Chairman WALSH. For whom?

Mr. YOUNGBLOOD. The State of Texas.

Chairman WALSH. How long have you been engaged in that?

Mr. YOUNGBLOOD. Since the middle of August, 1911, nearly four years.

Chairman WALSH. To come right to the point, I wish you would give in your own way the relation of landlordism or of the tenant system to soil deterioration.

Mr. YOUNGBLOOD. I don't know how to attack that proposition exactly.

Chairman WALSH. You know better than any of us, so I will ask you to try it.

Mr. YOUNGBLOOD. We know that we have had plenty of soil deterioration. We can not say, however, that we have more where we have more tenants than where we have more landlords operating their own farms.

Chairman WALSH. That is very significant. We would like to hear that.

Mr. YOUNGBLOOD. The tenant is interested in a large labor income but is not particular as to the number of acres required to make it, whereas the landlord is interested in large acre return, and, of course, the larger the acre return the more quickly the soil is depleted. Soil deterioration is more closely related to soil type and topography. The first white settlers came to south and west Texas. South Texas is still considered a region of virgin soil. It is level and a considerable part of it subject to occasional inundations from the rivers. East Texas is a rolling, sandy region. Here the soils have been greatly de-

pleted, yet the percentage of tenancy is relatively low in that section of the State. The red lands, belonging to the Orangeburg series, are still considered very productive and easily rebuilt under processes of good farming. On this soil were found most of the antebellum east Texas slave farms. Very few of the well-to-do farmers lived on the Norfolk series of soil.

From east Texas people gradually moved westward into the black lands, especially after barbed wire was introduced. In this, the black-land section, we have a very high percentage of tenancy, yet the productiveness of the soil is greater than in east Texas, because the black lands are more permanently endowed by nature with plant-food constituents than east Texas soils. The deterioration, however, even of the black-land soils is marked.

Conditions in the black lands were favorable to the development of landlordism. Soils were productive, and in a few years the landowners were in a prosperous condition. Then they moved to neighboring towns to educate their children. In town they learned many things about the country that they did not know before. They found that the lands were increasing in value faster than they formerly thought. They then decided to buy adjoining farms, in many instances, and thus enhanced their acreage. The decline of home ownership and the development of tenancy is shown in many localities by formerly very fine and comfortable residences now in various stages of dilapidation. After the black lands were settled came the settlement of the semiarid sections of the State, known generally as western Texas. At first there were no crops adapted there except the native grasses. Then extensive ranching was the only feature of agriculture. During the past few years we have introduced a great many drought-resistant crops into the section, such as kafir, milo, feterita, sorghums, Sudan grass, cowpeas, cotton, and so forth, and have made it a very attractive agricultural region. Soil depletion is less noticeable in the western part of the State because the processes which make plant food available work more rapidly in semiarid sections. Soil depletion in Texas is one of our greatest wastes.

Chairman WALSH. Have you had your headquarters in Oklahoma also?

Mr. YOUNGBLOOD. Yes, sir.

Chairman WALSH. What did you do in Oklahoma?

Mr. YOUNGBLOOD. Well, I had my headquarters at Oklahoma City in the summertime. I was in Washington in the winter. I observed conditions pretty closely. I do not know that I did the farmers in Oklahoma any good. I was rather working under an agreement with the Government to prepare myself for this work. And I began the study of the geology of the State and saw conditions and incidentally observing the people of the State. That is about as far as I got to when I returned to Texas.

Chairman WALSH. In regard to the fertility of the soil, just give what you think would be your suggestions with regard to that—that is, in the black-land country, as applied to the black land—

Mr. YOUNGBLOOD. Pardon me?

Chairman WALSH. What is your suggestion in regard to the crops being diversified? Is there something you would recommend that the State might do to forward that work?

Mr. YOUNGBLOOD. Yes.

Chairman WALSH. And you have already stated that where the home owners are concerned that they did not conserve the fertility?

Mr. YOUNGBLOOD. I never caught a landlord doing any more conserving of the fertility than the tenant. As a rule, they are just a little worse than the average tenant, if anything. I say that in a rather critical way, I guess, but I have never caught a landlord doing anything for his soil.

Chairman WALSH. Never caught one at it?

Mr. YOUNGBLOOD. No, sir.

Chairman WALSH. You may go ahead, Mr. Youngblood, with what constructive suggestions you may have.

Mr. YOUNGBLOOD. There are a lot of things that the landlord might do, when you consider what the landlord gets out of it. He thinks he is going to get it out of his investment in the land, and out of his investment in time, his own time and equipment, fixed and movable. But I do not know of any farm I have observed, any black-land farm, I do not know of any of them that get a fair rate of interest on the assumed valuation of the land. The increase in the value of the land takes care of the landlord pretty well, but it does not take care of the landlord or the tenant except as to what they get out, because it has been gradually decreasing.

Chairman WALSH. You mean the intrinsic value of the land is continually decreasing?

Mr. YOUNGBLOOD. Yes; less' and less productive. I should think that 20 to 30 per cent would cover the depreciation, possibly, in the farm lands. I am not sure. I have not the figures. I will tell you one thing we must do. We have been guessing at a whole lot of these small things and our people have not arrived at that state wherein they are willing to study these things deep down. We draw a lot of conclusions. We have got to study and settle a whole lot of things before we know, before we have got the actual facts. We assume too much. We have shot very wild on a lot of these statistics and economic statements. What we need in Texas right now is further investigation. I came down here four years ago very much enthused with the possibilities of helping Texas agriculture. I thought I knew how to study these problems and it was rather amusing to know that though I established a division of farm management investigations for the purpose of studying the problems of rural economics and of farm operation, or the best practices of operating each and every farm, I haven't found many people yet interested in the proposition. I haven't found a man from the governor down until recently, possibly Gov. Ferguson. He seemed to be interested this winter. He wanted to know if we could tell him how many people could live on 40 acres and how they should live on it. I take it that the governor was interested in the proposition of the proper management of farms. That is all I know about it. That is the only interest I have ever seen in the proposition, to ascertain the facts before we went ahead and tried to solve all these questions with reference to the landlord and tenant.

Chairman WALSH. Everybody agrees it is largely a matter of education. What would be your suggestion, from your experience as an investigator and educator, how this ought to be projected into the life of the people?

Mr. YOUNGBLOOD. Well, I think it is investigation. I do not know how to go about it. Your people seem to have started it, and if the State will take it up and get out of the idea of prejudice and make a fair investigation of it, some recognized people of known standing and integrity take hold of it, the thing could be reported on and then we could have something constructive done. We act a good deal like sheep, you know. We get full of an idea and one bunch comes and they follow it along and then just drop it. We have never gotten anywhere with any of these things so far just for that reason.

With reference to this fertility proposition, that is an easy matter, if we could have this investigation. We have to have some knowledge as to what the facts are, and what our past practices have resulted in, and what certain things should be done. We have got to begin with all the people in a small way. We can't propose any changes in the cropping systems and the relation between landlord and tenant that are very radical. We have got to have something simple. I have done what I could to prevent the people of Texas, either landlord or tenant, from making any new contracts that would be very complicated.

I will give you an example of what I have been working against. You can find some contracts that only the Lord can understand, and those have frequently been proposed to some of our farmers. They will tell you that a landlord on some land ought to do a dairy business and fertilize and improve his land and great will be his prosperity. So the landlord furnishes the land and the tenant furnishes the labor and equipment. Then some expert comes along and tells them, "Now, you give the landlord all the increased live stock, and the tenant take half of the milk and butter and so on." And the first thing you know they kick out of the harness and it is all over, and the landlord and the tenant do not get along. The thing is too complicated for both sides. They should work together. We all understand the half-and-half and the third and fourth proposition pretty well, and in the absence of any information to the contrary we will assume it is all right. If that is all right, and if that is satisfactory to the tenant and to the landlord at the present time, which we will assume is the case, then the simpler the contract you go into the better. The simplest contract would be the half-and-half or the third and fourth proposition with reference to anything one might do in the way of live stock.

You asked me in your paper to discuss contracts. I presume you refer to the contracts in the black-land belt?

Chairman WALSH. Yes.

Mr. YOUNGBLOOD. And you know that we are growing cotton in the black-land belt. It is foolish if I or anybody else advise these people to stop growing cotton. We are assuming, are going to assume therefor, that cotton will continue to be grown on the farm, that we will keep on growing the cotton and giving the landlord a fourth. Any contract which the landlord might make with the tenant for the purpose of live-stock production would not interfere in the least with the present practice of growing cotton on a basis of half and half or a third and fourth.

We have had great agitation for the putting of hogs and dairy cattle and chickens on the farms of Texas this winter. If the landlord is interested in one-half or a third of the crops grown, the grain and the corn and the forage crops, and the tenant is interested in one-half or two-thirds, the simplest thing in the world to do, and that will interest the tenant more than anything else, and work more to the landlord's interest at the same time, will be for them to go into the live-stock business on the same basis they are interested in the crops, and it would not be complicated at all. They know that they each have a certain interest in the crops and if they go into the live-stock business that the tenant is paying one-half or two-thirds of the feeding and the landlord one-half or one-third. That is the easiest thing understood by everybody. Any tenant in the country likes a proposition like that. And that figures out, so far as I can estimate it, almost the same as the landlord furnishing all the livestock for the dairy and giving the tenant half of the income.

Another proposition is that with such a scheme as this the landlord and tenant come to be partners, and they are mutually interested in the business. If you let the tenant get half of the commodities that are sold from day to day, and he gets nothing of the increase in the live stock, the landlord is going to lose out, because the tenant is not interested in that live stock he is producing. He is not going to pay much attention to it, and it will go to the bowwows. If he gets one-half or two-thirds out of it he will take the greatest possible care, and he will write the experiment station and other authorities, and he will get the best information extant upon the production of the stock that he is growing. I believe that to be the logical way to solve the proposition and improve the land.

We have spent a lot of time in the past several years telling people to save their barnyard manure. They haven't saved enough for a garden in this State since I have been living in it, and I know they did not before. We talk about producing the manure and putting it on the land. If they have it they will put it there, too. At the present time we just tell them nothing about barnyard manure, except to put all they have on their garden and they will get along a good deal better. We are telling them how to grow their stuff, and that is a good idea. But the fellow has never even saved barnyard manure enough for a garden. Many people in Texas have not got a garden. So we are just kind of simplifying these things and getting them down to something they know is best for themselves.

The first thing we know we will have the gardens, and they will begin to grow lots of things that they have been buying. When your cotton crops and your live stock come in they will be substantial money, and the people will not have to be buying lard and bacon and hay and corn, which is the case in Texas up to date. A lot of the landlords are learning that it is to their interest to see that the tenants have gardens and keep a cow and live a little more comfortably, and so forth. I do not know of anything else.

Chairman WALSH. How, as to the tenure of these rental contracts? Is not the making of a contract from year to year a sort of invitation to the man to move?

Mr. YOUNGBLOOD. Yes, sir. That is a serious proposition, but we will get out of that in time. It is better for the landlord and better for the tenant if we could induce the landlords and tenants to enter long contracts, then they can get together and study together. This matter of individual efficiency jumps in there and causes most of our trouble. We sometimes have a competent landlord and a very incompetent tenant; very often we have a very competent tenant and a very incompetent landlord, so far as the efficiency of the farming business is concerned.

I want to tell you another trouble we have in Texas that has got to be done away with, and you all know it is true, that nearly all of us are horse traders, and we do not give attention to the facts. We want to beat the other fellow "trading horses," and we turn that into the landlord and tenant relations and try to make that same kind of a bargain in renting the land out. We have got

to do away with "horse-trading" business before we can get an economic policy which amounts to anything on a permanent basis.

Chairman WALSH. I have been asked to ask you a question which has been handed by a gentleman: How would you suggest the raising of live stock when you have no pasture and the grain crops fail so frequently?

Mr. YOUNGBLOOD. That is a mistake. We have got all the pasture we need if we plant and grow it. The small grain crop has no relation particularly to live-stock farming. I would plant the ground in the fall, if I were a stock farmer, if I were in certain sections, I might plant grain for the winter, but I would be careful to plow it under before it got too far along in the spring. But what was the first part of the question?

Chairman WALSH. How would you suggest the raising of live stock when we have no pasture and the grain crops fail so often?

Mr. YOUNGBLOOD. We have been working on that pasture proposition. I realize what is referred to in the question. We have not yet in Texas reached that stage where we improve our pasture, at least our pasture land, like they do in the old countries, or possibly in some parts of this country. I have been in many States of the Union and observed these things, and I find that the Illinois farmers are pretty near as careless as we are down here; they are a little more business men and are out for the dollar a little more. We are adjacent to Mexico and have what they call the "manana" in our system, and that is about the only difference, I might say, between the Illinois farmer and the Texas farmer.

The way we are going to settle that pasture proposition is this: If you are familiar with the land at college station where we have an experiment farm, possibly you have passed it as being worthless as a pasture. It would grow such things in the spring as we could get no grazing out of. We have taken that land—nature took it, I guess, about 15 years ago, and put burr clover on it, and also nature began to put rescue grass and lespedeza on it, but the last named has not been of great service. We didn't do that by investigation. We found that out by nature; it came to us whether we wanted it or not, and we began to try nature out a little down there, and we found we could have a very nice pasture. The Bermuda grass has been there, and between all of these things we have got the finest kind of pasture out of the land. You wouldn't have given 50 cents an acre for such grazing before the pasture was improved. So the pasture proposition is very easily solved.

Another thing, we have got a grass known as Sudan, you may have heard of it, that gives abundant grazing and an abundance of hay in western Texas and in eastern Texas as well. But the main thing I was after was to get something for the dry country. I found it gives most excellent grazing, and we get a fine hay out of Sudan grass. If we go into live-stock farming we depend less and less on native grasses which were well known in Texas. We used to think it took anywhere from 10 to 40 acres for a cow, and two can be kept very easily to the acre with the crops we have already got. And in eastern Texas we have many forages. We have an overflow of forages. The only thing we haven't got is an overflow of people that use them. We find the people over there are beginning to find out how to use them and to get some of them. The western Texas people seem to be up against nature a little. It rains a little less out there. They realize they have got to get something to eat and they have got to get crops which will stand the long drought. They can grow crops of Sudan grass, sorghum, kafir meal, and feterita. Now, it is a nice place to farm. They have learned how to conserve the moisture. They have learned many things. They have advanced more in agriculture in that part of Texas than there is any hope of advance in East Texas in a good while. Now, that second proposition was what, that after the forage?

Chairman WALSH. Grain crop, when the grain crop fails so often.

Mr. YOUNGBLOOD. You were not talking about small grains? I thought you were talking about small grains a while ago.

A VOICE. The corn when the hot winds strike it.

Mr. YOUNGBLOOD. I think the farmer is more at fault in that than the grain. In east Texas we can grow corn. A little boy in Henderson grew 164 bushels. I do not know what it cost him, but it shows you can grow it. This far west, Dallas, we are getting into the edge of the semiarid country; as you approach it you get the feterita and the milo matze and kafir corn and those crops mentioned. So I consider it our fault and not the fault of the crops, if we don't produce our own grain in Texas hereafter. I believe that about covers the question.

Chairman WALSH. Is there any other suggestion you would like to make?

Mr. YOUNGBLOOD. I believe not. I would say that during the past winter we have had a great many letters concerning equitable relations between landlord and tenant in regard to proposed contracts, but we haven't got far enough to report any progress in them—in their adoption.

Chairman WALSH. You mean the rental contracts?

Mr. YOUNGBLOOD. Yes. We propose the simplest possible basis, a basis which we consider in the light of our present knowledge equitable between landlord and tenant.

Chairman WALSH. Should they be in writing or oral?

Mr. YOUNGBLOOD. Yes, sir; they should be in writing, and they should be drawn in simple language. I mean without so many "whereas's."

Chairman WALSH. You mean it ought to be left without technicalities and in the vernacular of the neighborhood?

Mr. YOUNGBLOOD. Yes, sir; that is the main thing.

Chairman WALSH. Thank you very much.

Mr. Cullen Thomas.

TESTIMONY OF MR. CULLEN F. THOMAS.

Chairman WALSH. State your name, please.

Mr. THOMAS. Cullen F. Thomas.

Chairman WALSH. Where do you live, Mr. Thomas?

Mr. THOMAS. Dallas.

Chairman WALSH. How long have you resided in Dallas?

Mr. THOMAS. Seven years.

Chairman WALSH. How long have you resided in the State of Texas?

Mr. THOMAS. Twenty-five years.

Chairman WALSH. I wish you would state concisely what your activities have been since you came to manhood. You are a native of what State?

Mr. THOMAS. A native of Tennessee. I spent my boyhood on a farm. Coming to Texas before attaining my majority, I taught school in a country town, ran a newspaper a year, and became a lawyer, and have practiced 20 years.

Chairman WALSH. I would like to direct your attention particularly to your observations of the large landholdings, the relation of them to the growth of tenancy since, say, for the past 20 or 25 years.

Mr. THOMAS. I presume, gentlemen, that this is a matter of common knowledge. I want to say, at the outset, that I have not come with any prepared essay, or any political speech. I believe that we need more light, and I am in the attitude of a student in search of light rather than as a witness giving information. I have devoted my attention principally to the land problem.

Texas is a landed empire. It is the greatest opportunity on the American continent for a happy, home-owning civilization. The tendency since the war has been to build up the tenancy system. There was a time in this country when the tenant was unknown, and that is not peculiar to Texas.

In 1850 Dr. Toequeville came to this country. He reported that there were no tenants in America, that every man owned the soil he tilled.

That is not the present condition. In 1900 the United States Census reports show that only 31 per cent of the American people owned their own homes, and 50 per cent of them were tenants. Of the 31 per cent, the remainder were indebted for their homes. That much for the general conditions.

In Texas the farming population is three-fourths of the population. Less than one-half of the farmers own their homes. Two-thirds of those who own their homes are indebted for their homes. That is the condition in this great farming country.

The tenants are multiplying in numbers, and the landlords are increasing their landholdings; that is a wrong tendency.

Something was said about east Texas this morning. The population of east Texas in 30 counties, for 10 years, from 1900 to 1910, did not increase 1 per cent. That is in part because of the land being held in large bodies, and partly for speculative purposes. There are east Texas counties in which a large portion of the county is owned by a single individual, and sometimes by a corporation. I know one county where it is said that one owner owns one-fourth of the land. There are corporations that own in east Texas 100,000 acres of land. There is one corporation in this State that owns 800,000 acres of land in east Texas. This is not peculiar to the eastern part of the State; it obtains in the western part of the State. Down on the coast is an estate of 200,000 acres

owned by one man; his name is Jones; it is good land. That land would support 2,000 families on 100 acres each. There is a man in this town whom we all love, a public-spirited citizen, who formerly owned 600,000 acres in west Texas; he owns 400,000 acres now. There is a citizen of Fort Worth by the name of Waggoner who owns nearly 800,000 acres. C. W. Post, of breakfast food fame, who died a while ago, owned 200,000 acres. The Adair ranch has 600,000 acres. The King ranch down in southwest Texas was 1,500,000 acres; it is now about 1,000,000 acres. It has been said that it is 50 miles from the front door to the back door. Those are extreme types, but they illustrate the tendency in this State to the holding of land in large bodies, not for cultivation and development, but for speculative purposes.

Now, gentlemen, I am not a practical farmer; I understand the importance of the conservation of the soil; I understand the importance of the low rates of interest; I understand the importance of rural credits, cooperative societies, and so forth, but my view of the matter is that back of those questions which obtain in every country, which have been always, and always will be, is a bigger question. The root of the matter is, not how much land there is in a State, or how good the land is in the State, but who shall own the land of the State. We need not only diversification of the crops and conservation of the soil, but we need distribution of the land. My idea is that the ideal condition is that the man who works the land should own the land he works.

Gentlemen talk about tenantry and the regulation of tenantry, and the forms of contracts between landlord and tenant, and better housing conditions. It ought not to be that tenantry shall continue; I think the question is bigger and deeper than that; the basic idea ought to be that the land shall belong to the men who work the land. The big landlord who owns 100,000 acres while his tenants own none—that kind of a landlord is as much of an enemy to society when he lives in Dallas as when he lives in New York. That is true whether the owner is a man or a corporation, it is all the same to the poor tenant.

Chairman WALSH. Have you given any thought that might lead to a suggestion as to the practical working machinery that might lead, as has been mentioned here in various ways, and in other parts of the country, to the beneficial use of the land—to the use of the land by the people who need it and who are willing to work it?

Mr. THOMAS. Yes; I have given some thought to that.

Chairman WALSH. I wish, please, you would outline your idea.

Mr. THOMAS. I am not posing as a political economist, or as knowing more than the average man, but as a citizen I am interested in the question and have read some, and I have some ideas that I offer for what they are worth. I just say in passing that these conditions that have been described by others and referred to have been growing more and more acute for some years, and what we have needed in Texas is to arouse public opinion to a knowledge of the conditions, and we have needed such an investigation as you are now making by our home people and State government for this purpose.

Nearly four years ago, in a Democratic convention in this State, I offered a resolution. The Democratic Party is the dominant party in this State; they are all Democrats down here, regardless of what they believe. I offered a resolution reciting these conditions briefly: The existence of 200,000 tenant farmers in this State who did not know where they would live next year; the existence of millions of acres of land held in large tracts for speculative purposes, and calling on the Democratic Party, which dominates this State, to investigate and work out a system by which we might bring together, as I said, the landless man and the nameless land. That resolution was pigeonholed in the hurly-burly of partisan politics in this State; they have been fighting over other issues while this biggest economic question in the State has suffered therefrom.

Now, to answer specifically, I will say, first, Mr. Chairman, that one remedy suggested is not much of a remedy, and that is the regulation of what is called the bonus evil in this State. The bonus does not produce tenantry. The bonus is the outgrowth of tenantry. The law passed by the last legislature prohibiting the bonus does not remove the evils of tenantry; it does not, if I understand the conditions right, mitigate to any degree the troubles of the tenantry. That law does not affect one county in twenty in this State. That law does not affect one acre in ten thousand acres in this State; it does not affect two thousand tenants out of the two hundred thousand tenants in this State. So I say that this is not one of the remedies. In other words, you might have no bonus paying, and still, under the present economic conditions, it is impossible for the average tenant to work out and own his own home as he could in years gone by.

While I think of it, one of the reasons for the growth in tenantry, in addition to the multiplication of the population, is that the free lands are gone. About 15 years ago the public lands, both of the National Federal Government and of the State of Texas, were practically taken up, and therefore the tenants, who in the past could buy cheap lands on long time, have not now that opportunity.

Now, coming specifically to some suggestions: I think the question of taxation lies at the root of the evil; I think that is the weapon in part only, with which to correct conditions.

It might be suggested that it would make home getting more easy, to exempt some things from taxation, to exempt at least to a limited degree improvements on the homestead from taxation. That is desirable for two or three reasons: one is as an encouragement to a man to improve his property and own his home; secondly, it is that much created wealth for the State as a whole.

You might go further than the exemption of the improvements on the home stead from taxation. There might be a difference made in the rate of taxation on all improvements and on the land itself.

I think it is wrong economically in this State to penalize by taxation the making of these improvements and offer a premium through our system of taxation, on the holding of land in large bodies for speculative purposes. So I say that to some extent taxation should be the power reserved by the State to discourage the holding of lands for purely speculative purposes and to encourage improvements for homes.

The use of the power of taxation, which has been suggested to you, and which I believe is a proper remedy, the graduated land tax. It follows in principle the Federal income tax. In the first place it puts the burden of taxation on him who is most able to bear it, and by applying that principle to large landholdings it does away with the big holdings, not by breaking up the owners, not by treating them unfairly, not by confiscation or land division, but simply by the increased taxation on the holdings as they became too large and in that way discouraging large holdings, and multiplying the small holdings.

But, in my judgment, Mr. Chairman, that is not sufficient under the present conditions in this State. I do not think that the average tenant can work out his own salvation and become a home owner under the present conditions. I do not think the taxation system, as I have described it, would be sufficient, nor do I think that ordinary private capital and cooperation is sufficient. I think the conditions call for State aid to the tenants to enable them to own their own homes.

I have not been able to keep up with your hearings, and do not know how far that has been suggested and developed.

Chairman WALSH. Very little in these ways. You mentioned having introduced a resolution in some political convention and there has also been testimony here to the law passed looking toward aiding tenants. How large has the land question loomed and is it looming in the politics of the State? Is it a subject that is under discussion now among the public?

Mr. THOMAS. It is, but it has not appeared in the politics of this State until the campaign of last year for the governorship.

Chairman WALSH. Was it discussed in the primary election before the nominations?

Mr. THOMAS. It was.

Chairman WALSH. Was it discussed along different lines as to the character of legislation that should be passed?

Mr. THOMAS. It was discussed along different lines, but on a very limited subject.

Chairman WALSH. Did the question seem to be studied by the people in the last campaign?

Mr. THOMAS. Yes, sir.

Chairman WALSH. Did it cut much of a figure, or any figure, in the result of the election?

Mr. THOMAS. I think it cut some figure.

Chairman WALSH. Was it what might be called the dominant issue?

Mr. THOMAS. Oh, no.

Chairman WALSH. Did the tenant portion of the issue seem to be aroused with respect to it and take sides one way or the other? And did the landlords of the State and the merchants of the State take a deep interest in it?

Mr. THOMAS. No, sir. I don't want to be in the attitude of a political witness, Mr. Chairman—

Chairman WALSH (interrupting). Certainly not, nor do we want you to be; but at the same time it is very significant that in a State of this kind it should be made a matter of public discussion in a campaign, and we want to get the whole situation.

Mr. THOMAS. Well, sir, Texas, like Missouri, has had its share of difficulties and the chief line of demarcation the last few years in this State has been the prohibition question. We have had two Democratic Parties inside of one—or two parties in this State practically working inside of one. One is the prohibition and one is the antiprohibition; and on that issue elections have been fought out, the political fortunes of men have gone up and gone down, some elected and some defeated for office high and low. And this has been the dominating issue, as I say, for at least six years—maybe eight, but for six years at least. And that was the chief line of division of the forces in the canvas for governor last year. I will go a little further—I do not think I misstate the conditions when I say that the forces who believe in the present local-option system in this State on the one hand, and those who favor State-wide prohibition on the other hand, are fairly balanced in power—in numbers, I mean. And that was the great issue, I would say, on which 75 or 80 per cent of the entire voting population selected their candidate for governor last year.

Chairman WALSH. Was there any discernible connection between the elements that were for and against what might be called the new land law and those that were on either side of what would seem to be the dominant issue, according to your observation, of the liquor question?

Mr. THOMAS. I will answer that this way: Gov. Ferguson announced his candidacy for governor, and by process of elimination and extermination he gained the field as the anticandidate. On the other side Col. Ball, by a process of elimination and extermination, gained the field as the prohibition standard bearer. Gov. Ferguson discussed in general terms the importance of the land question, and proposed as a remedy for these conditions the abolition by law of the bonus system of paying rents. That was his remedy for these conditions. Col. Ball also discussed conditions in the State, attacked the efficacy of Gov. Ferguson's remedy, and proposed two or three remedies. One was State aid in a modified way by using the present school fund—that is, the interest on it—to aid tenants in becoming home owners. He also advocated the organization of corporations to buy the lands in large bodies, to improve, subdivide, and sell to tenants on long-time period. I will say also that that corporation method of his by which private capital might be employed as a part of it, was under close supervision by the State. In other words, the corporations of course being chartered by the State, would be under its direction both as to the length of time it held the land and the profits it might receive in exploiting the land. In that way, while everybody knows that a man's views on the liquor question determined the voters of the State, yet the discussion of the land question did affect some of them. And I will go further and say—I do not want in the slightest to detract from the success of Gov. Ferguson, and his starting out unknown and winning the governorship and being an inspiration to all of the tenant farmer boys in Texas for generations to come—I don't want to rob him of his glory. He is entitled to credit for agitating the land question. I gave him credit then and I do so now. I say that he did not plow deep enough. I say he did not even scratch the surface of the question. But in some way, by his organized campaign of propaganda, why, the tenant farmers looked to him as a kind of Moses to lead them out of bondage. And in that way many of them cared more for their financial condition than they did for the prohibition question, and many of them, I think, flopped to him and away from what was considered the main issue.

Chairman WALSH. Do you consider it a growing question in the public life of Texas?

Mr. THOMAS. The land question?

Chairman WALSH. Yes; land tenancy.

Mr. THOMAS. Oh, unquestionably; and were it not for the saloons in this State, which we are going to drive out of this State, following the tide around the world—were it not for the saloon question it would unquestionably be the paramount political question in Texas, as it is, in my judgment, the most important economic issue in Texas.

Chairman WALSH. That is all. We are very much obliged to you, Mr. Thomas. Mr. Pastoriza.

TESTIMONY OF MR. J. J. PASTORIZA.

Chairman WALSH. Please state your name?

Mr. PASTORIZA. J. J. PastORIZA.

Chairman WALSH. Where do you reside, Mr. PastORIZA?

Mr. PASTORIZA. At Houston, Tex.

Chairman WALSH. What is your business, please?

Mr. PASTORIZA. I am a public officeholder.

Chairman WALSH. What office do you hold?

Mr. PASTORIZA. Tax and land commissioner of Houston.

Chairman WALSH. How long have you held that position?

Mr. PASTORIZA. Four years.

Chairman WALSH. You have been given an outline of some propositions that we would like to have you submit to the commission, have you not, Mr. PastORIZA?

Mr. PASTORIZA. Yes, sir.

Chairman WALSH. Will you kindly refer to it and answer the questions in your own way?

Mr. PASTORIZA. With reference to the holding of land in large tracts in Texas, these lands were acquired at a low price many years ago by those who were far-sighted enough to know that under the taxing laws of Texas the taxes upon land would be a mere bagatelle as compared to the increasing value of the land. Others who had influence with State officials bought choice pieces of State lands at a nominal price. The laws of Texas providing for the disposition of State land were such that they were sold at a fraction of their real value, and influential men and those close to the administration had the choice of these lands. Speculators and cattlemen were attracted to the coastal plain of Texas, because of the fact that these lands were undrained, and at that time were not suitable for cultivation, but were adapted to cattle raising. These lands were acquired in large bodies at various times, from 1860 to 1900, at about the following prices: In 1860 at 10 cents per acre; in 1870 at 25 cents per acre; in 1880 at \$1 per acre; in 1890 at \$2 per acre, and in 1900 at from \$3 to \$5 per acre.

This gradual increase in the price of land was due to the increasing population of the State.

The holdings of the Houston Oil Co., the Capitol Land Syndicate, and some of its successors, and such owners as Mrs. King, in southwest Texas, constitute some of the largest holdings of land in the country. While there has been some disposition to sell parcels of land by some of the large holders, such instances have been insignificant, both as to the amount and number. On the other hand, there are concerns which are now engaged in increasing their already large holdings, such as the Santa Fe Railroad and the Houston Oil Co., in east Texas.

Right at this point I must suggest what I think is the remedy. I believe that there is one cause which has created large holdings of land; and inasmuch as I believe that, it follows that I believe that there is only one remedy, namely, remove the cause. The cause being practically a no tax upon the rental value of the land. The remedy is a tax upon the rental value of land. The rental value of grazing land would not be very high. The rental value of farming land would be greater, and the rental value of mineral land would be the greatest. Therefore I state that if it is the desire of this commission to break up large holdings of land and to make it easy and practical for the individual to secure a small farm at its real value for use, there is only one way to do it, and that is for the State to exempt from taxation all of the products of the soil which are produced by labor and to collect all of the revenue needed for State purposes by taxing the rental value of the land, whether it is used or not. When it comes to mineral lands, which hold a product of nature, the State should tax the output of the mine in proportion to the product of the mine. When it comes to timberlands, the State should levy a stumpage tax upon all of the timber when cut and converted into lumber. If for the sake of uniformity it is deemed best to tax the value of land in addition to the stumpage tax, the assessed value of the land should be no more than it would be if no trees were growing upon it.

Another plan to aid the tenant in securing his home at a cheaper price would be a repeal of the tax law which requires the taxing of money and mortgages. In some counties the tax assessor seems to think it is his duty to hound every man who has a dollar or a vendor's-lien note and place it upon the tax rolls. The result of this is, Mr. Chairman, that the interest rate upon money in Texas

remains high, because a man will not lend the money upon land if he fears his mortgage is going to be taxed and he will thus lose some of the interest. He demands a certain per cent, and if he fears that his mortgage is going to be taxed he will add the tax to the interest. This fear of money being taxed keeps money out of Texas. If it were not for that fear I believe that much more capital would come here and it would be easier to borrow money.

You ask how these large landholdings have been fostered by law. The continued holding land in large bodies has been brought about by our unjust tax laws. The cost of holding these lands has been small compared with the increase in values. The cost of holding is little more than the taxes, and the taxes have been less per acre on the lands held out of use than on lands which have been put into cultivation and developed. Timberlands on which the timber is worth from \$30 to \$100 per acre is often assessed at from \$1 to \$10 per acre. The ranchman conceived the idea that the only way to raise cattle was to have from 5 to 7 acres of land on which to graze one steer. He was enabled to own these large tracts of land because of the small taxes upon it, whereas had the taxes been large enough he would have soon learned that by adopting modern methods he could have produced enough feed from 1 or 2 acres to feed one steer.

As to the tendency toward concentration, the natural tendency has been toward concentration in the holding of lands. Prominent examples are the Santa Fe Railroad and the Houston Oil Co. They have been buying whenever they had an opportunity and have made few sales, even of cut-over lands. It would be strange if they did not increase their holdings, however, because the State's policy with respect to taxation gives every encouragement to such concentration. Another tendency toward concentration of land was brought about by the fact that many old settlers, realizing that it costs very little in the shape of taxes to hold land, decided to provide for their children a patrimony which would increase in value faster than the average rate of interest on money.

Your question 4: "What is the attitude of present owners toward sales—this to include ranch lands, timberlands, and large farming tracts?"

There is very little disposition shown by owners of large tracts of land, whether it be farming, grazing, timber, or mineral lands, to subdivide them and offer them for sale. The late Sam Allen, in my county—Harris—is an example of this. His lands are as fertile as any in the county and adjoin the most highly improved and developed portions of the county at Pasadena. He has refused \$200 per acre for some of his land, and is using it for grazing longhorns. His land is situated on the Interurban Railroad, between Houston and Galveston, and if the State were to levy a proper tax upon the rental value of the land you would soon see that it would be put to its best use—that is, put into cultivation—and from it would be produced the food so much needed by the citizens of Houston and Galveston. As it is, the taxes on this land are merely nominal, and the family of Sam Allen continues to sit back and finally will reap the unearned increment in the increased value which has been produced by other people and not by themselves. The building of the electric railroad between Houston and Galveston added value to it; the creation of the paved automobile road from Houston to Galveston also added value to the land. The only way, as stated above, that I can see to remedy this is to levy a tax upon the rental value of the land.

Concentration of holdings like those of Sam Allen has the effect to limit the number of bona fide home owners. If the rental value of this land was properly taxed, the owners would be forced to put it to a more profitable use than grazing longhorns upon it. The fact is you would see them cutting it up into small tracts and offering it for sale at what it was worth for use. The purchaser would not be frightened at a tax upon the rental value, because he who works the soil can well afford to pay the tax upon the rental value of the land, and this would not increase the cost of rent to the tenant because of the fact that there is such an enormous amount of vacant land in Texas, and the owners of vacant land would have to pay the same tax upon its rental value that the owners of improved land of the same class would have to pay. So you would see these owners of vacant lands bidding for tenants upon improved land, and the rent of farm lands in Texas would fall, with the result that the tenant would be able to make a fair living and to save some money, out of which he would soon be able to purchase land from these big landowners, who have failed to rent it because of the lack of applicants, and they would be very willing to sell it on annual payments which would amount to no more than what the present tenant farmer has to pay for the rent of the land. If in this great State

we can not find men with sufficient intelligence and who understand what justice is to correct our tax laws, then the concentration and withholding of land will continue, and the ultimate effect will be to make conditions similar to the ancient feudal tenures.

I know very little personally about rental contracts, because my county is not what is known as a farming county. The land is almost virgin; very little of it has been cultivated. So I can not speak authoritatively on rental contracts. All I can say is what I have learned from reading and from what other people have told me. I will tell you a true story, which will show how impossible it is for a tenant to ever accumulate much money, so long as the taxes upon land values is nominal. When a farmer reads this, I know he will say that Pastoriza wants to tax the farmer out of his house and home. I want to say right here that I want to tax the farmer into a house and home. I do not advise to tax land; I advise to tax the rental value of land, whether the land is used or not. By taxing the rental value of unused land, as well as used land, the effect will be to reduce the rental value upon land which is used. Simply to show you that the tenant can not get ahead in any country where the rental of land is not taxed, or is taxed very little, I will recite an incident which occurred in my travels during 1907.

Am I getting too long, Mr. Chairman?

Chairman WALSH. Proceed.

Mr. PASTORIZA. I spent most of that year traveling upon the Continent of Europe. There were from four to six in my party part of the time. The remainder of the party was interested in the examination of ruins of castles and churches and in the study of the past history of the country. The object of my visit was to study the economic condition of the people and so much of their past history as to teach me why there was so much poverty in these countries.

One day we arrived on the shores of a beautiful lake in Ireland. Our party decided to cross the lake to visit the ruins of an old castle. We engaged the services of a young Irishman about 25 years old, with a boat, that we in Texas call a skiff. He rowed us across the lake, and when the party got out to climb the hill and view the ruins, I begged to be excused, because I had seen about four thousand nine hundred and ninety-nine ruins already, and I was getting tired looking at them. Another reason why I did not want to go was that I found my friend, Pat, a very talkative young man, and I thought I might learn something from him. When the party was gone, I got out of Pat the following story; I will try to condense it:

I asked him why there was so much poverty in Ireland; said Pat: "Did you notice that little house upon the other side where you took the boat?" I said "Yes; it is a beautiful place." He replied, "My grandfather rented those rocks from the owner many years ago. There was scarcely enough soil upon the rocks to grow potatoes; he came down to this lake, dug earth out from it and carried it upon his shoulders in sacks to the rocky foundation. By this means he succeeded in growing enough food to support himself and family. Owing to the fact that the land was rocky, the landlord rented it to him for 10 years at a nominal sum. At the end of that period my grandfather had succeeded in covering the rocks with soil. He built him a modest thatched house, and he sustained him family as best he could. The agent of the landlord came and said that the lease was up and that he wanted to renew it for another period. My grandfather was very much surprised when the agent told him that inasmuch as the land was producing more, that he would have to pay more rent. My grandfather protested; the agent promptly told him that he would have to pay more or move. Of course my grandfather paid it. At the end of another period of 10 years, the rent was raised again, and my grandfather died with a broken heart."

This is true, gentlemen. The young man told me every word of it.

"My father, being a young man, assumed the burden, thinking that he, by extra industry and long hours of work, could make the rent and support his family. So he entered into a new lease. He managed to create enough wealth from that rocky soil to build a good fence around the place at his own expense; to build a nice walk from the gate to the house, and to line it with flowers, and at the end of the lease he had enough money to buy his wife and children a complete outfit of clothes and to send the oldest one to school. Just at this time the landlord himself appeared, and was thunderstruck to see that his barren rocks had been converted into a Garden of Eden. He could not see why this common farmer should be so prosperous, so he quadrupled the rent, and when my father asked him why he did so, he replied that the land was worth

more because of the labor which he had bestowed upon it. He had carried soil from the bottom of the lake, and had added fertilizer, had labored from early morning until late at night, and had not only produced the wealth to support his family, but had increased the value of the soil. My father said to the owner of the land, who had not seen it in 30 years: 'You have done nothing to create this value; I created it, so why should you make me pay the rent upon the value that I myself have created?' The landlord replied: 'Come, come, my man; I will not discuss the matter with you. The land belongs to me; pay the increased rent or leave. If you will not pay it, some one else will.'" Then said the young fellow who was rowing the boat: "When I heard that conversation, being a mere lad, I resolved that I would work no more for a landlord, because, no matter how hard we tenants worked in Ireland, the landlord had the power and would raise the rent and take from us all that we created, except a bare existence. So I got enough money with which to purchase this boat, and I swore that in the future that I would only work the suckers who came from America and wanted a ride upon the placid bosom of this lake."

This story, gentleman, is only what is going on in Texas every day. If a tenant makes a few hundred dollars, the landlord demands more rent, and there is only one way upon earth to abolish the poverty of the tenant, and that is to tax the rental value of land to an amount which will cause the owners of vacant land to offer their lands for sale at what they are really worth for use.

Statistics show the following increase in tenant farmers, due almost wholly to the fact that the vacant lands are taxed so lightly by the State that large landowners are continuing to increase their holdings, because of the fact that it costs almost nothing to hold these lands. The following table has been furnished me, and shows the percentage of tenant farmers in the counties named: Brazoria, 47.4; Harris, 25.7; Bell, 60.5; Ellis, 69; Dallas, 60; Collin, 68.8; Williamson, 59; Travis, 60.

You will notice that in my county, Harris, there is only 25 per cent tenant farmers. I want to call your special attention to this, because there are very few farmers at all in Harris County. Most of the land is idle, or is used for cattle grazing. For about 10 miles around Houston the land is almost wholly idle, and it is held at enormous prices. Some of it is held at \$1,000 and more per acre. The owners of it undoubtedly think that the city of Houston is going to have a population of 100,000,000 people during the next 25 years, and that they will sell their farm lands off as city lots.

There are many thousands of acres of timberlands uncut which are held for a raise in price. Much of this land was originally purchased at from \$2 to \$5 per acre, and is now held at from \$15 to \$50 per acre. There are thousands of acres of cut-over land which is being held at a price far in excess of the price for which the owners paid for the land with the timber on it. This land could be very profitably used for cultivating certain crops, and if the State were to tax it on the rental value of the land it would be forced upon the market and many thousands of tenants could get the land at from \$3 to \$10 per acre, which is less than they are now paying as rent for land which will produce no more wealth than these lands would produce. If the State should levy a stumpage tax upon timberlands, to be paid when the timber is cut, the State would then get a revenue of this product of nature, which, as a matter of fact, belongs to all the people, and it would not have the effect to cause forests to be cut down, and timber wasted, in order to get money out of the timber immediately. A stumpage tax would prevent waste and would cause the timber to be conserved and protected for the use of the next generation.

Having given about 20 years to the study of economic conditions, I have been forced to the conclusion that the increase of poverty will continue and keep pace with the increase of wealth just so long as the State continues to tax that which is created by the efforts of man. The only remedy is to tax that value which nature and the people as a whole have created, and exempt totally from taxation all of the wealth created by human endeavor.

The southern part of Texas, where I live, is very backward in the development of its country lands. A gentleman wrote me that in Orange County there was a tract of about 6,000 acres of land owned by one family, wholly uncultivated, and that because the taxing officials placed only a nominal tax upon it they were enabled to hold it, and refused to sell it time and time again to small farmers who repeatedly tried to buy it. The same condition exists in Liberty and Jefferson Counties. This condition could be changed very materially were we to change our tax laws so that the State would look directly after its own

assessment and collection of taxes, instead of delegating it to the counties, and levy a tax upon the rental value of the land. The county officials are controlled by the influences which surround them, and therefore the taxes levied upon these vacant lands are very light.

The State should make this land pay its share of the taxes. It should directly tax the rental value of the land. It should have its own taxing officials in each county and reverse the present order of things, which is that the county, through its board of commissioners, assesses and collects the taxes. Now, instead of the county assessing and collecting the taxes and remitting to the State, the State should assess and collect the taxes and remit to each county its pro rata for the expenses of its government. If they were to do this it would remedy this condition that is being complained of universally in this State. For instance, some counties receive more money from the State for its school fund than is paid into the State as a whole in taxes. I think this is a point in regard to the land question that is being discussed more than any other point. The State gives too much to the county, and the State should give a certain amount of money, according to its scholastic population, for the use of its schools in that county. There are many counties that have no debts; therefore they do not have to collect much taxes. Their main tax is to simply conduct the business of the county and does not amount to anything; therefore they assess the land at a very, very nominal sum. The State tax upon this land is fixed at the capital. Now, the county, in order to get what money it needs, can regulate its own rate, so it puts its rate up for the use of the county, and the rate for the State being low, these lands do not pay much taxes to the State. Now, this very county does not pay into the State of Texas as much money as the State pays to the county for its school fund. In other words, a great number of people—all the taxpayers of this great State of Texas—when they pay taxes to the State are contributing to a fund to support certain people in certain counties. They are giving them a bonus—actually paying them money—to live in that county, because they give the county more money for its school fund than the county remits to the State for taxes on its entire land area.

If our politicians—I do not like to say lawmakers, because it seems to me that most of them are more politicians than lawmakers—I had occasion to be in Austin during the session of the legislature, and I came in contact with quite a number of our lawmakers; I prefer to call them politicians. If these politicians will not change the Texas law so as to reverse this order of things, well, then, I have another suggestion—that the State levy a tax upon each county in proportion to its population. If that were done, then the counties would have to collect sufficient money to pay this tax, in addition to enough to finance its local needs, and the inequalities which now exist would be done away with.

That is all, Mr. Chairman. -

Chairman WALSH. I have been asked to ask you a couple of questions here, which have been handed up by some one in the audience. How does the present taxing plan of Houston seem to impress the people of that city?

Mr. PASTORIZA. Well, probably it would take two questions to enable me to answer that. Right now we have no taxing plan. It has been upset; but I suppose you refer to what we have had in the last three or four years.

Chairman WALSH. I will ask you two questions we have now, one being, How does the present taxing plan of Houston seem to impress the people of that city? and the other is, Do you think that that system will soon change—the present plan of taxation?

Mr. PASTORIZA. Well, in the beginning of 1912 or 1911 the city of Houston decided to exempt, as far as possible, from taxation all industries and to tax the rental value of land sufficient to obtain the revenue to run the city in addition to the little tax that we had to levy upon the industries. It was partly applied in 1911, but in 1912 the city council formulated a definite plan of percentages, which is as follows:

This plan contemplates the assessing of land at its full and true value in money; the assessing of buildings and other improvements upon land at 25 per cent of their reproductive cost; and the total exemption from taxation of cash, credits, notes, and mortgages. For the first time in the history of the city we assessed the franchises of public-service corporations. The streets belonged to all the people, and the city government decided the corporations should pay something to all the people for the use of these streets, so we collected a franchise tax.

The capital stock of the banks we continued to assess, and such forms of personal property as automobiles and merchandise. We raised about 100 items from the back of our assessment sheets which had been taxed before. Everything was enumerated, from a collar button to a steam engine or steamboat. We erased all of them, and simply placed land and buildings and automobiles and merchandise and a few other minor items there. We exempted entirely from taxation cash, credits, notes, and mortgages. We would not permit a man to render any cash or notes for taxation. We exempted totally all household furniture. We taxed the buildings at 25 per cent of their value, the land at full value, and the franchises at full value.

That went along for three years. The people were delighted. Ninety-eight per cent of them were satisfied. The last election proved it. Mayor Campbell, who inherited this plan from the former administration, maintained it, and he announced for it in his announcement for reelection. His opponent announced himself as being opposed to what is known as the Houston plan of taxation. His opponent went over the city and made speeches, and the burden of his talk was his opposition to the Houston plan of taxation. Mayor Campbell remained in his office and attended to the business of the city and never made a speech. The result was that his opponent got nine hundred votes and Mayor Campbell seventy-nine hundred votes. That showed what the people thought of the Houston plan of taxation.

I took a postal-card vote of nearly all the taxpayers, and of those who answered less than 100 opposed it. But something happened. In 1914 the city extended its limits by adding some 16 square miles to the former territory. A great part of this new territory was neither improved or developed, there being many tracts of acreage which the owners had been holding for years because the State taxes on it was nominal. When the assessment for 1914 was taken the owners of this land protested very vigorously against the city taxes, and finally filed suit, contesting the legality of the extension of the city limits, and also the legality of the Houston plan of taxation. The district court sustained their contention as to the Houston plan of taxation and ordered the city to change its method of assessment for 1915 so as to tax all forms of property according to the constitution. The city will appeal the case, but in the meantime it is obeying the order of the district court and is assessing cash, credits, notes, mortgages, household furniture, which it did not tax before. It is assessing both lands and buildings at their true and full value in money, according to the State laws. This order of the court was issued less than a month ago. The city immediately notified all of the taxpayers that they would have to return to the city hall and submit to an increase in the assessed value of their real estate and to a tax on all their personal property, which had heretofore been exempt from taxation by the city of Houston for the simple reason that the officials of the city of Houston knew that these exemptions would build up the city, and it has built it up, gentlemen.

There has been greater development in the city of Houston in the past four years than at any other time in its history. The building activity increased 50 per cent. The United States Government report shows that the bank deposits increased \$7,000,000 in two years. The population, according to our directories, increased between 20,000 and 25,000. Our natural increase from births would amount to only twelve hundred a year. So you can see that if we ever hope to sell our vacant lands down there we must increase our population by getting people from other counties or cities. The city of Houston said we can increase this population and bring money here by not taxing money and not taxing personal property.

The disastrous effect of the court's order is already apparent in Houston. It is a matter well known that certain men who have deposited large notes in the banks for collection, which were falling due this year, in two instances amounting to \$300,000, have instructed the banks to collect the same and send the money east. Men whose business was to negotiate loans have told me that their business was destroyed in a night, and that it is impossible now for them to secure money to lend because of this order of the court instructing the city to tax notes. People are complaining because of this double taxation, but it is according to the constitution of the State, and as long as the court's order hangs over the heads of the city officials we will have to comply with it.

This is a very, very serious matter; but these five men—five property owners in Houston—had the court behind them, and as taxing commissioner of Houston I am not going to give them an opportunity to put me in jail, where they would be very glad to have me, by disobeying the law. I am going to obey it.

Men whose business it is to negotiate loans have told me that their business has been destroyed in a night. So the prosperity of our county and our farmers does depend upon our taxation system. As long as we have our present taxation system the real farmer who cultivates the soil can make very little headway.

Chairman WALSH. I have here another question that has been handed to me. If a farmer pays \$5 per acre rent, what should the land be taxed for?

Mr. PASTORIZA. My suggestion would be that when you are going to make such a radical change it should be made gradually. Let the State gather as much of that rent as it needs to conduct the affairs of the State. It would not need it all. That is a matter of figures. If it needed it all, take all that was absolutely necessary; but it would not be necessary.

Chairman WALSH. That is all. We thank you very much.

Mr. Flores.

Mr. HOLMAN. Mr. A. M. Samuel, of Dallas, asks that this estimate of raising cotton be introduced in the testimony.

(A card, estimating cost per acre of raising cotton, issued by Rensdorf, Lyon & Co., New York, N. Y., was submitted in printed form.)

TESTIMONY OF MR. EMELIO FLORES.

Chairman WALSH. State your name, please.

Mr. FLORES. Emelio Flores.

Chairman WALSH. Where do you reside?

Mr. FLORES. San Antonio, Tex.

Chairman WALSH. How long have you resided in San Antonio?

Mr. FLORES. Six years, last February.

Chairman WALSH. Where did you live prior to that time?

Mr. FLORES. In Webb County.

Chairman WALSH. You are a native of what State or country, Mr. Flores?

Mr. FLORES. This country.

Chairman WALSH. Are you connected with the Mexican Protective Association?

Mr. FLORES. Yes, sir; as secretary.

Chairman WALSH. Please state the organization and purpose of that society.

Mr. FLORES. The society was organized on the 11th of June, 1911, and had a charter under the name of Grand Lodge of Texas, Mexican Protective Association; it is composed of Mexicans and Texas Mexicans, regardless of citizenship, so long as they are of Mexican origin. Its main object and purpose is to come out for its members in the courts, where outrages are committed with them, such as cold-blooded murders, lynchings, and so forth, or the taking of their homes or crops in direct violation of the law. For the expenses of all such proceedings, as counsel, and so forth, a contribution is asked—voluntary—of its members if the funds in the treasury should not be enough. See the articles in the by-laws.

Chairman WALSH. Will you submit, please, a copy of your by-laws?

Mr. FLORES. I had a copy of the by-laws, but I can not find them.

Chairman WALSH. If you do not find them, will you please send us a copy?

Mr. FLORES. Yes.

Chairman WALSH. You may proceed, Mr. Flores.

Mr. FLORES. It also carries sick and death benefits for all of its members, whether they are inscribed in the home office at San Antonio, Tex., or any of the subordinate lodges in other towns. It is also charitable in cases of distress for Mexicans, even though they are not members. Its activities—the activities of the association in 1911 and 1912 were greater than in 1913 and 1914, due, probably, to the failure of the association in several cases in 1913 and the influx of refugees from Mexico who, it seems, are almost generally revolutionarily inclined at all times and have great influence with their countrymen already here prior to them. In 1914 the failure in the markets for cotton and the scarcity of money amongst our members compelled them to fall out.

The association has held three conventions of its members in the city, 1912, 1913, and 1914, and great deliberations have taken place publicly, but very little accomplished in the way of any betterment in the condition of the workingman, the tenant, or the renter for money or on shares of crops. This lack of accomplishment of anything has been because of the fatal division amongst them by way of politics in their country. They read the various publications, dailies and weeklies, edited in San Antonio, and the said publications are responsible to a great extent for all of this. More disastrous still is a certain publication

of Los Angeles, Cal., called "Regeneration," and how the United States has ever consented to such a publication as that to go through our mails is something we can not understand. It is edited by a man called Flores Magon and several others who, judging from their plans and editorials, must be the worst kind of anarchists. Several copies of this filthy paper have reached our offices and we think it very disgraceful to let such a thing be transmitted through our mails. The language is obscene and their contentions are of the worst kind. They advocate no government of any kind should exist; no religion, no obedience to anything whatever. They have, through their columns, advised the Mexicans, residents in Guadalupe County, to take up arms—powder and bullets—and in that way have their rights respected, and so forth. They have and have had for years certain organizations throughout the country called "grupos" and they derive contributions from the said grupos occasionally for the support, so they say, of the expenses of the publication. Why, I know of towns where the Mexican people are very, very poor; for instance, Coleman, Tex., where, when a call has reached them to contribute, they have immediately sent \$270; Seguin, Tex., has also done as much. How this man Magon stands at the present time since so many changes have taken place in Mexico we do not know. Understand, the said Magon has served terms already in some Federal penitentiary in this country.

A very fair illustration of the results amongst the Mexican people in this country of this disastrous publication is the very latest, where 15 convictions have taken place in Bexar County, Tex., in as many men tried in said county on a change of venue from Dimmit County, where the band was arrested after a pitched battle with the county officers and citizens, not before several of the gang were killed, as was also killed a deputy sheriff, Candelario Ortiz, for whose murder and conspiracy in same all of the ruffians of the gang have been tried and convicted. They are known as smugglers, but such is not the case. They organized somewhere in Guadalupe County and started toward the border well armed and ready to cross to Mexico to liberate it, they say—yes—of anything of value they can lay their hands on. There was an American in the gang and his name is Cline. Money has been produced abundantly for counsel to defend them. Where this money has come from we don't know. They claim to belong to the Industrial Workers of the World. The man Cline might belong to said workers, but, as to the Mexicans, we take it that they are only robbers influenced by the publication above referred to.

Chairman WALSH. Now, may I ask you to describe the movement of the Mexican laborers over across the Rio Grande River into Texas for these seasonal occupation—how much there is of it?

Mr. FLORES. The movement of Mexican laborers begins as early as April each year during chopping time and is carried on in several ways as affecting labor gotten in cities like San Antonio, where the Mexicans demand a better price for their work than the "imported" Mexican who arrives in this country wholly ignorant of conditions in general. This, of course, brings about a general dissatisfaction amongst those already here as well as amongst the Texas Mexicans. There are the so-called employment agencies in Laredo and other border cities who get "orders" from farmers throughout Texas, specially north and east as well as central Texas, and it is these agents of the said employment concerns that get these Mexicans just as they cross the Rio Grande and ship them off to destination, many times misrepresenting things to them and causing great hardships to these Mexicans and their families. The employment agencies at the border generally work under an agreed combine with others of the same class in San Antonio, Tex., and the concerns at San Antonio see to it that the "consignment" goes through to destination without leaving the cars if possible. When they have to be transferred from the I. & G. N. to other railroad stations they are marched straight across the city of San Antonio up Commerce or Houston Street, and it is no uncommon sight to see as many as a hundred or more marching together. These employment agencies are generally paid by the farmer \$1 a head when delivered at destination and provide transportation for the men and their families. When put to work at destination or upon their first pay day they are informed that so much has been charged to each and every one of them for transportation and employment fees, which said amounts are deducted from their earnings. When they sometimes refuse to comply, because of the promises of the employment agency at the border or at San Antonio, they are guarded until they work out what they owe. I have known of a number of Mexicans to be chained in Gonzales County and guarded by

armed men with shotguns and made to work these money out. This was officially reported and is of record. Many cases of outrages committed with these unfortunates have come to our notice and traced back to the manner in which said labor is secured. In securing Mexican labor for railroad work the same system is followed by the employment agencies, which said agencies, as a general rule, are managed by Mexicans also or Texas Mexicans and Americans.

Chairman WALSH. I wish you would describe the conditions under which the Mexican laborers work on farms, including the wages paid them, and the housing conditions and their general treatment.

Mr. FLORES. About that question I would say that in chopping cotton they are paid so much an acre; I am not exactly familiar with how much they get.

Chairman WALSH. Do you know what their total earnings are per week or per month?

Mr. FLORES. In chopping time they earn pretty good money, because they are paid by the acre.

Chairman WALSH. What would it be, about, could you approximate the amount per month?

Mr. FLORES. They count the rows of cotton, and it is so much an acre, and they sometimes make \$2 or \$3 a day, and sometimes more in chopping cotton, and in picking it they get 58 to 85 cents per 100 pounds.

Chairman WALSH. How long does the chopping season last?

Mr. FLORES. About two months, or something like that.

Chairman WALSH. And how about the picking season?

Mr. FLORES. In picking it they get from 50 to 85 cents per 100 pounds. In regard to this whole question I would say that in chopping cotton they are paid so much per acre. In picking it they get from 50 to 85 cents per 100 pounds picked. During the season they camp out under trees, hardly ever in a tent, because they do not possess one. In cutting wood, grubbing, and so forth, they are paid according to the work done, and misunderstandings occur very, very often, especially in the measuring of the land grubbed. The fortunate Mexican who works for the railroads get good pay of \$1.50 per day, sometimes as much as \$1.75, but we have found many cases where upon final settlement in the case of a man discharged, or when he has asked for his time, where the section foreman has so represented that man's time as to make him loser of much of his time and his money earned. To this he has no recourse, because a man might be working between San Antonio and Galveston and given his time in Galveston, coming to San Antonio to collect it. When he appears here he is told that his pay roll is not in this office, and his name has to be sent in to that division. He waits, until finally at the end of a week, two, or three, sometimes never, he is handed a paper to sign for a certain amount, which is found to be short several dollars, and he is told that is all of his time, and that he can take it or leave it alone. The treatment received by the Mexican from the landlord or his head man is bad except in very few cases where a Mexican has been fortunate in going to work for thoroughbred Americans who are kind and good to them; contrary as to the Germans, Bohemians, Poles, and so forth. They are very mean to them with very few exceptions, and often use brutal force toward them. Cases can be cited in Kenedy, in Gonzales, in Seguin, in Goforth, Comal County, in Nordheim, in Creedmoor, Travis County, in Ballinger, in Caldwell, in Cameron, in Watts Farm, Rosebud, Sinton, Bastrop, San Marcos, Lockhart, Luling, Runge, Falls City, and Hearne. In this last place the Mexicans are whipped, tied to a post. I was shown the post upon a certain visit I made there at a time that a Mr. Wilson had some misunderstanding with his Mexican tenants. They are treated very badly in that part of the State, and in Taylor and Coupland where three brothers Garcias were killed by an officer—BIRD—right in the very presence of the mother of the boys, who begged the officer on her knees not to kill them that they were unarmed and offenseless.

Chairman WALSH. You spoke about the railroad laborer being given his time in Galveston, and his treatment on coming to San Antonio to collect. Do they resort to the courts in such instances as those?

Mr. FLORES. Sometimes in the large cities they do, but not in the little country towns.

Chairman WALSH. Have you observed any relation between the Mexican labor problem and the vagrancy laws?

Mr. FLORES. I don't hardly understand that question.

Chairman WALSH. Does the Mexican under those circumstances become a vagrant?

Mr. FLORES. The Mexican can not become a vagrant when he enters this country with a family to support, while he can become a public charge or a pauper because of sickness or adversities. Our immigration rules cover that part of this query in as far as to ascertaining the possibilities of the man upon entering. If a man has not the means of support with him he is not allowed to enter. The vagrant law has its peculiar ways of application—and one may understand that it is not necessarily applied to the man without employment or desire to work at anything, but more frequently applies to the man roaming constantly in resorts and places of ill fame. Arrests have been made here in San Antonio in cases where the prisoner produced large sums of money upon his person, nevertheless under the law he was considered a vagrant by the judge of a corporation court and fined accordingly. If this query tends to presume that the Mexican entering this country for seasonal occupations should become a vagrant after such work is over, will say that when a Mexican comes here to work on such seasonal occasions, after that work is over he immediately looks out for a place to take as a renter, or on shares of the crop, gets so much monthly from the owner of the land as an advance credit upon his crop and starts to break ground, grub, or any other work incident. If he fails to find any such place he starts back home to Mexico, many times walking as many as 200 miles with his family to get to the border. He can not become a vagrant if he has a family dependent upon him, while he might if he is a single man. No cases have been brought to our attention.

Chairman WALSH. Do the whole families of these Mexicans engage in that work of chopping and picking cotton; the women as well as the children?

Mr. FLORES. Not in the chopping of the cotton, but they do in the picking of it.

Chairman WALSH. What proportion of the laborers become tenant farmers?

Mr. FLORES. About 25 per cent become tenants, 50 per cent return to Mexico, and 25 per cent drift along in other occupations.

Chairman WALSH. What is the attitude of the white tenants toward the Mexican tenants? Is there any feeling between them; any rivalry for the farms?

Mr. FLORES. The Mexican as a tenant is a good one when he is fortunate enough to enter into the employment of a good man—that is, a native-born American—and this can be proven by many who have been in the employ of the same man for years and years, but there are very few such.

As a general rule, the contract entered into by a Mexican and his landlord is not such as would hold at law. It is not read or translated to them properly, and in same everything is found favoring the landlord. He is given from \$10 to \$30 per month in merchandise every month at the store, according to the "hands" which he commands and the acres which he agrees to cultivate in cotton and corn—hardly anything else, except sorghum. This merchandise is charged to his account—it is sold to him at a very high profit above market prices anywhere else, and when the time for settlement comes he is charged interest for the full amount for eight months, which is the length of time the credit is extended—from December to August. He is never shown papers of sales of his cotton. He has to deliver the cotton at the gin and there he gets a receipt of the pounds ginned in each bale, which he keeps to compute at the settlement at the store. In other words, he can not market his own cotton and has to take the figures given him by his landlord. He hardly ever comes out ahead and very frequently comes out in debt after delivering all of his cotton. Then his share in the corn is attacked, as also in the sorghum, and, in fact, everything, and if he takes a notion to quit he has to liquidate accounts with any earthly thing he possesses, even his poultry. Complaints have reached us where the pet little pony of a child has been put down in a mortgage of a tenant to a landlord without his knowledge, and the justice always would take it away from him without any considerations at all—the family cow and, in fact, everything.

In the city of San Antonio none are given work unless they produce a poll-tax receipt paid for the present year, and for this reason there are hundreds of them declaring their intentions without the least conception of what they are doing. They simply are told that they have to register with certain Mr. So-and-so at certain places, and they do it in order to secure employment. The notary generally is a Mexican himself and stands with certain cliques in politics, and, knowing how to work his countrymen to perfection, does not go to the trouble of explaining them anything, and simply tells them that they are registering when they are declaring their intentions to become American citizens.

Chairman WALSH. I would like to ask you about the attitude of our courts; that is, their attitude toward Mexican laborers. Do they have much to do with the smaller courts?

Mr. FLORES. Yes; but, as I said before, the courts they have to do with are in the little country towns, the justices of the peace, and the Mexicans can not expect anything there at all.

Chairman WALSH. Why not?

Mr. FLORES. For the simple reason that the Mexican is not considered—well, he is *persona non grata*; he is not liked; he is considered a man inferior to those of other nationalities, in education as in everything else, and for that reason he can not expect anything else. That is the condition in the inferior courts.

Chairman WALSH. Do these laborers seem to be conscious of that? Do they understand it?

Mr. FLORES. Yes, they understand it; but we can not make them understand now that it is different when they get to higher courts, that they would get justice there; but we can not convince them of it, and they would rather lose it than go to law at all.

Chairman WALSH. Have you any suggestion you would like to make, or could make, with reference to any change in the labor laws, or any suggestions as to what law the State should pass to protect labor?

Mr. FLORES. Mr. Chairman, I do not know of anything that I can suggest to this commission to enlighten it any upon the subject, but I would like to express just my humble opinion about things in general as to the situation of the Mexican and the Texas Mexican.

Chairman WALSH. I wish you would; we would be glad to have you do so.

Mr. FLORES. I would think that the Mexican can not expect anything in the way of adopting new laws in the legislature, since the majority of the legislature are landowners themselves, and large landowners, and I do not think that much could be accomplished in the way of adopting new laws in the legislature favoring Mexicans as against the landowner.

I think, however, that the Federal Government ought to go ahead and discourage immigration of Mexicans into Texas, and to acquaint the Mexicans with the real facts, and see that they do not come here any more. That, I think, would be better than trying to enact any laws that would protect them. Now, we have tried to tell them that, and that they have no business here as tenants, and while they could probably do as well as any other nationality on a little piece of their own land, it is very hard for them to get it at the present time, although several hundreds have bought their own lands, mostly in the southwestern part of the State, but as tenants there is nothing that they can expect here. We have tried it in every way and can not see that there is anything for them here. Well, there might be a change some day in the way of legislation if this commission goes ahead and does such good work as I think they have started out to do for the benefit of the workingman; it might be that some good to the Mexicans will be brought about, and he will be as desirable a man here as any other nationality in the State, but at the present time he is not.

For the present I think it would be best to have the immigration of them stopped. They have their own ways of living in their own country, and it is absolutely different from ours. We people who were born in this country feel for them because they are our own race, although we were born and educated here in this country; we feel for these poor unfortunates, and we would not like to see them come here any more unless conditions are changed a great deal. None of those who are here have made anything since they came here, and never will unless they can get hold of large tracts of land and are colonized—unless they colonize large numbers of families, families with six, seven, and eight children—and they could be sold land on long time; if not, I do not see what there is here for them.

In the old country, notwithstanding its actual distressing circumstances, poor and wretched as they might be, they are happy and better off than in Texas.

The immigration of Mexicans into the State of Texas has been on the increase for years as we have noticed it, and strange to say, we have subordinate lodges in other States of the Union, and in those States—such as Louisiana and Arizona and California—the Mexicans are doing well in all of those States, except the State of Texas.

Chairman WALSH. Do you know of any instance of peonage?

Mr. FLORES. I do not quite understand the definition of the word peonage in your language, but I take it that a peon is a slave, or something like that; a slave for debt.

Chairman WALSH. Yes; in a way he is. You gave a pretty good illustration of it when you described how the men were guarded until they could work out what they owed, the men guarded by armed men with shotguns. Do you know of anything of that kind?

Mr. FLORES. Yes.

Chairman WALSH. How general is that; how many instances do you know of? How many cases have come under your observation; more than one?

Mr. FLORES. Yes; I know of several such cases where men have been held in that way, that owed money.

Chairman WALSH. Was the attention of the Federal authorities called to it?

Mr. FLORES. Yes; but when the marshal got there the men who were guarding those Mexicans had disappeared all over the country and the United States marshal could not get them. I think they did arrest one in Galveston.

Chairman WALSH. How many instances do you know of?

Mr. FLORES. I know of three.

Chairman WALSH. Were complaints made in all of those cases?

Mr. FLORES. Yes; complaints were made.

Chairman WALSH. Were any arrests made in any of those, except this one you spoke of at Galveston?

Mr. FLORES. In one of them the Department of Justice had sent out detectives in order to ascertain the facts.

Chairman WALSH. At this point we will stand adjourned until 2 o'clock.

You will be excused, Mr. Flores.

(Whereupon, at 12.30 o'clock, an adjournment was taken for the noon recess until 2 o'clock p. m., at which time the commission reconvened, and the following further proceedings were had.)

AFTER RECESS—2 P. M.

Chairman WALSH. The commission will please be in order.

Judge Brooks.

TESTIMONY OF JUDGE M. M. BROOKS.

Chairman WALSH. What is your name, please?

Judge BROOKS. M. M. Brooks.

Chairman WALSH. What is your profession?

Judge BROOKS. I am a lawyer and farmer.

Chairman WALSH. And where do you reside?

Judge BROOKS. I live here, and practice law.

Chairman WALSH. Will you please briefly sketch your activities since you attained your majority?

Judge BROOKS. Yes, sir.

Chairman WALSH. Please do so.

Judge BROOKS. Just prior to attaining my majority my father had been running a cotton factory in Mississippi. He had previously sold out his plantation after the war, and he and a lot of friends built this factory. He was president of the factory. That factory failed, and with the remnant of his fortune he decided to move to Texas.

Chairman WALSH. What place in Mississippi, Judge?

Judge BROOKS. Macon, Miss. Enterprise is a station 10 miles south of Meridian, and this factory was 3 miles south of Enterprise; in other words, about 13 miles south of Meridian, Miss.

I went to the University of Virginia, and he came to Texas and located out here in Kaufman County and bought some land there. He and my mother lie buried there now.

I had two brothers that remained on the farm. I stayed there and worked two years, when I came back from the University of Virginia, after staying there a year, broken in health and pocketbook, and farmed two years there.

Chairman WALSH. Where was that?

Judge BROOKS. In Kaufman County, about 20 miles east of here, sir. And with \$500 that I had accumulated there during the two years, I went to Greenville and entered the practice of law, and I stood at the bar for nearly 20 years.

In 1898 the people of Texas nominated me judge of the court of criminal appeal. I took my place on that court in January, 1899, and resigned in

January, 1910. I have been practicing here ever since. During my active practice in Greenville I accumulated a lot of land, inspired by the fact that my health was not particularly good, and loving the farm and the open air anyway, and also by the admonitions and advice of my brothers who had accumulated large farming interests. I, with my endeavor, and they with theirs, accumulated several thousand acres of black land, which we have managed with reasonable success.

Chairman WALSH. Where is your land located?

Judge Brooks. In Kaufman County.

Chairman WALSH. How many acres have you altogether?

Judge Brooks. Something over 5,000 acres, myself and my brothers.

Chairman WALSH. Is it a partnership or corporation?

Judge Brooks. Well, it is better than a partnership, because all they have belongs to me, and all I have belongs to them. We own it in severalty.

Chairman WALSH. Do you rent out a portion of it to tenants?

Judge Brooks. All of it on the half.

Chairman WALSH. How many tenants have you?

Judge Brooks. I never counted them; but there is something over 5,000 acres. If there was one on every hundred acres, that would be 50, I believe, but we rent frequently to a man—we rent frequently just 50 acres to a man; I suppose there are 75, anyway.

Chairman WALSH. We would be glad, Judge, if in your own way—you have the scope of our inquiry, I understand?

Judge Brooks. Yes.

Chairman WALSH. If you would sketch for us the development of the rise of the tenant farming in your portion of Texas, going back to the time, as some of the witnesses have done, when the land was held in large tracts in the hands of a few large, individual owners, and the changes that have come about in the rental contracts, or the character of the tenants, or nature of the crops, or anything, Judge.

Judge Brooks. As far as I know, the character of the renters has been practically uniform ever since I have been in Texas; that is to say, a man would either rent land on a third or a fourth or on a half.

Chairman WALSH. I believe you said you rented yours on a half?

Judge Brooks. Yes.

Chairman WALSH. Explain that contract.

Judge Brooks. That contract is this: If you have to go out now and hire a first-class man to work land with first-class teams and tools, you have two jobs on your hands. I frequently would find a man who was a first-class tenant, that was my judgment of him, but he did not have first-class teams and tools. On the heavy, black land you have to have first-class teams and tools in order to make a success in farming it; therefore I have so much trouble trying it on the third and fourth and letting the tenants furnish their teams and tools that I had to abandon that. I would rather rent on the third and fourth, if I could get first-class men with first-class teams and tools, but it is almost impossible with the large amount of land we rent to do that.

I first started to do it in part on third and fourth and part on half, and that brought about discontent on the part of the tenants. They thought the men that were renting on third and fourth were being better treated than those renting on halves, and it brought about bitter feeling on the part of the tenants, and bickering and recrimination and discontent, and they wanted to do the same thing, but they did not have the teams and tools, and did not have the money to get them. They asked us for the money, but if I had to furnish them the money for that, I might as well buy the teams and tools myself.

I want to say to you, gentlemen, that I love Texas; it is the inspiration of my life. There is no tragedy in the tenant situation here, and there was none until the political Jack Cades stirred this thing up; we did not have any such trouble until these political Jack Cades started this crusade along that line. Texas is the best land that heaven ever blessed with her smile. Pardon that digression, gentlemen.

Chairman WALSH. Please give the details of the contracts you have with your tenants; what you furnish on the half, and I would like you, in that connection, to state whether or not—give the terms of your contracts, the length of time the tenants stay on your place, and whether or not you have any that were on the third and fourth and came on to the halves, and how it panned out.

Judge Brooks. I do not recall now, sir, that either of us—I said we were working it now entirely on the halves, but after thinking it over, I think my

brothers have two or three men who are working on the third and fourth now, who formerly worked on halves. These men have been with them a long time, and have inspired them with their integrity and faithfulness and their ability as farmers. They were such men that you could tell them to get a lot of hands and dig a ditch or fix a fence, and that you could rely on to see that it was properly done; and as a result of their fidelity they let them work on the third and fourth, and they have first-class teams and tools.

Now, then, I rent by the year, but we have many men on our place that have been there from 10 to 25 years.

Chairman WALSH. Take some of those older tenants and state how they are with relation to their families; do they have families, and do their families work on the place, and about what profit they get out of it, the average good tenant in the average year?

Judge Brooks. It is an old saying that the poor man has more children than anybody, and that applies to the average tenant, as well as to those in town. And there is no more tragedy in the tenant question than there is in town; in fact, there is not a tithe as much. I never heard of a man—and he would be regarded as crazy if he attempted to do so—starting a universal movement for aiding and helping tenants.

We rent this land on the halves for the year, with the absolute assurance to the tenant that if he be manly, honest, honorable, and faithful in the cultivation of the land he can stay there as long as he lives, and he knows that; but unfortunately most of the tenantry of Texas are nomadic; they are restless; they don't want to stay, and I have begged and importuned them. One I was very much attached to; he had been on my place three or four years; his name was Harrison, from Tennessee. He was a manly, hard-working fellow, and had accumulated some money, and decided he would go into northern Louisiana and buy him a farm. He went up there without my knowledge and looked at it. He came back and told me about it, and I begged him not to do it, that it was poor land, and by the time it was paid for it would be largely worn out, and I said I would give him \$50 bonus to stay, but he would not stay.

Now, all my lands are high-grade, hog-wallow, thicket land, with a clay foundation, which, as I understand it, is the very highest grade of black land. There are more grades of black land than of sandy land in this country, although that is not generally known. A man driving over this country—a man riding over this country in the cars—looks out and wonders at the myriads of acres of first-class agricultural black land, but in an agricultural sense that is not true; it is not high-grade black land at all. Some of it is black sandy land; some of it is land with a rock foundation, which is the second grade of land; some of that is very high grade if the rock is not very close to the surface. Now, that land is susceptible of cultivation in wheat and oats, rather successfully, especially if the rock is not very deep. But you might just as well plant left-handed gimlets in that first-class black land as to plant wheat and oats. I reckon you would not raise a very lucrative crop of left-hand gimlets. That land is so alluvial that when it gets wet it stays wet for a long time, and the result is that the wheat will grow up and when time for harvest comes on it will fall down. You know, when it starts to rain in Texas it keeps on keeping on, and when it stops it keeps on keeping on, too. In other words, we have excessive wet spells and excessive dry spells. And this country I am speaking of now, because of the very high grade of land, it is not for sale, and I don't want to buy any more, either. And the reason I do not want to buy any more is simply because to-day I would be perfectly willing to rent every inch of land I have for 6 per cent over what I could have gotten for it before this war began, and pay the upkeep of the farm out of the 6 per cent. If there is any tragedy about this land situation at all it is the tragedy of the landlords. But there is no tragedy either way.

Chairman WALSH. What is the average acreage that you have rented out to tenants for tenants?

Judge Brooks. Well, that depends. Now, for instance, here is a man, a good, stout man, say between 35 and 50 years old, or 60, maybe; if he is active and has no children, no sons or daughters, I rent him 50 acres of land, and sometimes I will rent him 100 acres of land. If he is an alert man, if he has business capacity and sagacity, alert energy and business capacity—you know some men can run Rockefeller's business, and some men can't run a chicken coop, although both are equally stout. There are no more farmers, my dear friends, in this country, in the country, in proportion to the population, than

there are merchants in town. Every fool that follows the plow is not a farmer. He is just an agricultural clerk. And I have got a good many of them, just purely ministerial agents, agricultural clerks, good, clever fellows, but he could not manage 100 acres of land by himself, if he got it, no more than he could manage the destiny of the universe.

But unfortunately the impression gets abroad that the people in the country that are working the land are all farmers. Any fool can not manage a farm. It takes more gray matter to make one good, first-class farmer than it does to be President of the United States—and that is going some—because I believe we have the most matchless President we have ever had in this Government.

Now, for instance, if I was to take you—which I would like to do—and show you one of the large industries of this city, say, Sanger Bros., an ornament to the city, a magnificent store, it would be idiotic for me to say, "What a great number of merchants here." You say, "Well, I just thought there was just one merchant, and that was Mr. Sanger." See the point?

Now, Brooks Bros., they call us, we have some four or five thousand acres of land—just three farmers. Here is one of them. I have not got a single man on my farm—and some of them have been there for 20 years—that I would dare—although I do not question the integrity, not that I question their honor, not that I question their fidelity—that I would not dare give any man on my farms 200 acres of land and give him the right to draw on my account and work that land and let me go to Europe and look at the terrible strife that is going on there for a year. I would not dare do it. I would just as soon turn a Winchester rifle over to the puny fingers of a baby. He has not the capacity to manage the farm, the business end of the farm. He don't know where to plow and when to plow and how to plow and what to plow and how deep to plow and how shallow to plow. He don't know anything about it. But he can do it very well if you tell him what to do. He can do it better than you and I can. But I have to do that.

Now, if you will pardon me, I will go on and tell you what I have—the reason I have secured these farms in addition to the ones I had there. I have always had a desire to help the poor. They always appeal to me. It occurred to me that my last days would be soothed and solaced with knowing that I had been able to help some noble fellow to get a start in life. The result is I have for 25 years had this standing universal proposition to every man on my farm. I would be glad for them to have come down here and testify. I have had the offer that if they will work on my land, be as clever to me as I am to them, no more and no less, until they accumulate a thousand dollars, whether they do it in one year or five years, that I will then go with them anywhere within a radius of 100 miles of where any of my farms lie and I will assist them with my judgment, without money and without price, to select him a farm; and if his judgment overrides mine I will defer to his judgment and let him buy that farm and pay him a thousand dollars down on it. I will indorse the deferred notes and give him a written contract or such security, if he demands any. He will say, "I don't need any from you." "That will be all right. I will give you the security if you want me to. I will take up these deferred notes and carry them and pay them so that you can fight the battles of life and make your home." I have had that standing proposition for 25 years, and I have never got a single patriotic heart to accept it.

The great trouble in this country, my friends, is the lack of economic sense. I understand there are two bases for success in life. One is business capacity and the other is boundless sense of frugality. The people of Texas have some of the first, but 90 per cent have none of the latter. If they had \$100, they will spend it like a prince. It does not make any difference; they all spend it alike. The fellow who has \$100,000 does not spend his \$100,000 in a more princely manner than the fellow that has got \$100. The result is they have no economic sense. Many of them will go into the field and plow with a Stetson on, finer than the one you wear, and I have seen them plow absolutely with these shiny shoes—what do you call them?

Chairman WALSH. Patent leathers?

Judge Brooks. Patent leathers; yes. I have seen them plow with patent-leather shoes on and red socks. I want to tell you, because it largely illustrates the lack of economic sense. I grant you in advance that it is rather an extravagant or rather exaggerated form of this lack of economic sense.

I have 100 acres of land which I wish I could show you, and I wish you could see it. There was not an inch of it you could not cultivate, and it don't

wash away, as my friends would say, and it is just as rich as the Valley of the Nile. A man came to me. He is a big, stout fellow, bigger than I am, and he is an inch or two taller, coal-black hair, and a black mustache, a perfect athlete, a handsome man, an Adonis, about 40 years old. He says, "Judge, will you rent me that farm?" I said, "Yes." I said, "How do you want to rent it?" I am telling you all these matters, I understand, of course, I would be willing to swear to it. I said, "Yes; I will rent it." I had a couple of his brothers on my farms, and that sort of gave me some earnest of what he would be able to do. I had heard him spoken of as a fine farmer. I said, "Yes. How do you want to rent?" He said, "I want to rent on third and fourth." "Why," I said, "I don't rent my land that way. You got a good team?" "I got a good team; two splendid spans of mules." I said, "That don't make any difference. You sell those and loan your money out until you get a little more and then you can buy your farm. You do that and I will buy your teams." He says, "No; I raised these mules, and I am very much attached to them. And if you will agree to feed my mules for me, I will work them for nothing rather than to sell them, and let you furnish them." I said, "You can't afford to do that; and you ought not to attempt to do that." "I would rather do that; I am attached to them, and it will be a great favor to me if you will rent me the land." I didn't say anything. I wanted to see what sort of nerve he had. So he moved on there. A month after that I went up there, and he was walking down one of the rows; he had two of the finest span of mules I ever saw in my life. You may have seen larger ones, but you never saw better. They were as sleek as they could be. He came up and spoke to me. I turned to him. I said, "Henry, I am going to do a mean thing for you." He says, "All right, what is it?" He says, "What is it, Judge?" He looked rather solicitous. I said, "I am going to do a mean thing; I am going to give you \$50 for the use of your mules and feed them, too." I said, "That is 8 per cent on what the mules would cost me. Now, I will renew my suggestion and you better sell your mules and get the 8 per cent yourself and let me furnish the mules." But strange to say, he wouldn't do it. "Now, I will give you \$50, and I will let you go and sell your mules, and I will borrow the money and pay you 8 per cent and give you security if you want it, and I will furnish you first-class mules." You know, that intelligent fellow—and he was intelligent—said, "No; I don't want to do that." "Well, now, then," I told him—he said, "I am so grateful; that is mighty nice in you."

He went on and made a fine crop and made some money, and the land was productive, and, as I suggested, he made a good crop, and got a good corn crop, and that fall—that summer rather—I went by there in my buggy. I hollered at him, and I said, "Henry, you want this farm again?" That is about all I ever say to them. "Yes." "On the same terms?" "Yes." I said, "Better sell your mules." "Oh, no; I want to keep my mules." I rented to him again on the same terms and told him I would pay him \$50 for them. That fellow waited until the 1st day of January, and called me up from Greenville, where that farm lay, here in my office in the Busch Building, and says, "Judge, I have sold my mules, and I want you to come up and furnish me some more mules." Well, as the nigger said, that sort of aggravated me. I didn't say anything, but I got on the train and went up there. My son works for me himself, and there is no poetry about it. He works that one farm and looks after the balance.

Chairman WALSH. How many acres?

Judge BROOKS. One hundred and fifty acres: and he is a good one.

Chairman WALSH. Has he a family?

Judge BROOKS. Yes, sir; he married a capable, sweet girl who graduated down here at Georgetown. And, then, I have another son who works a farm up here near Farmersville.

Chairman WALSH. Well, I interrupted you, Judge. Will you proceed?

Judge BROOKS. Yes. Well, I am glad you did. I have been pulled around in court so much, nothing but a cyclone disturbs me. Now, then, I went up there and bought a couple of spans of mules and I had this son, you know, with me, and we put some ropes around the necks of these mules and we carried them on up there, and that was 9 miles in the country, and I tell you that was not a very poetical version of it, either, and to carry four mules behind a buggy is some work. And we took them up there and led them into the yard, and when I took them into the gate the man came bogging along down, and I says, "Look here." I says, "Here is your mules." I says, "You didn't treat me right. You mistreated me. You know I begged and pleaded with you to sell the mules

sometime ago. And then you wait until I was my busiest and then you notify me that you had sold the mules and that I had to furnish you some. And I am living up to my contract, and you did not." "Well," he says, "Judge, these mules got so high that I being a poor man I was afraid they might lie down and die. And a fellow came along and offered me \$400 a span for them and I just felt I had to sell." I says, "That's all right, go on." Now, he had a beautiful horse, a beautiful 16-hand 6 year old dapple gray buggy horse that I was very much struck with and I started one time to buy and something interfered, for one of my brothers. I have one brother older and the other younger, by the way—but something interfered and I did not buy it. And he went to town and sold that horse for \$225. And then that summer he went to town with that money and a lot more money and bought a fifteen hundred dollar automobile. Wasn't that going some? Now, those are the facts, sir, that can be established out of the mouths of a hundred witnesses; yes, sir. And the way I happened to know that, I went bogging on up there with that boy of mine in the buggy and I heard an unearthly noise behind me and looked back and saw a nice auto, and I says, "Son, drive out to the outside and let the gentleman have the smooth road." And when he got on the opposite side of me I happened to glance in there, and I says, "Look here, Barry, ain't that Henry?" And he says, "Yes." And then I says to the boy, "Is that his?" And he says, "Yes," he says, "for he bought that thing the other day and gave fifteen hundred dollars for it." Well, the owner after that he wanted to know when I was coming up and he wanted to rent my land and build him a garage, and I says, "I don't rent land to people who own garages, because a fellow that owns a garage ain't got industry enough to burn." Now, that epitomizes, to a large extent, the lack of frugality of those people. They wear Stetson hats and fine shoes and just as good clothes as you and I.

Chairman WALSH. Is that customary among the tenants for them to wear Stetson hats and other dress that way at work?

Judge BROOKS. Yes, sir.

Chairman WALSH. Do they buy those things on credit?

Judge BROOKS. Well, on credit a good many of them, and a good many of them are making money. They've got money in the bank. Take it down here in Ellis County, some of those tenants absolutely lend their landlords money.

Chairman WALSH. Is this tenant still on the farm?

Judge BROOKS. No, sir. Like the Arab, he folded his tent and silently stole away.

Chairman WALSH. Do you know where he went to?

Judge BROOKS. Yes; he went onto a poorer place, and I understand he is dragging his slow lengths around Greenville.

Chairman WALSH. Has he lost his automobile?

Judge BROOKS. I don't know; I presume so, because it was very largely mortgaged.

Now, on that line I want to tell you what I do as to my farm tenants. I won't permit them—unless they insist on it; I beg them not to do it—to buy a single, solitary dollar on credit. I go to the banks in advance, as I have been doing for the past 25 years, I and my brothers, because what I do they do, and what they do I do, and I make the arrangements with the bank and let those tenants have the money as cheap as they would loan that amount of money to us—never exceeding 10 per cent, which is the maximum statutory rate of interest, or conventional rate in Texas. They have been doing that, and to-day those tenants owe me over \$5,000. They take that money and buy their provisions and buy their clothes, and when that is out I go on another note again and let them have some more money. Some of them on my farm to-day owes me between \$400 and \$500 in that way. I don't get a cent out of it.

Chairman WALSH. As a rule, what investments do they make with the money when they first get it? As a rule, what do they get the money for?

Judge BROOKS. They get the money to buy clothing and food and raiment and pay for their extra labor, you know. Instead of trading at these big long-credit prices, they go in there and buy the food and the clothing just as cheap as you and I could, because they had the money—borrowed the money from the bank—and they would go into the store and say, I want some goods, and they get them at the cash prices, which are about 50 or 75 per cent cheaper than they would buy them if they bought them on credit. And in that way I save them all the way from \$50 to \$200 a year.

Chairman WALSH. Could you strike an average, Judge, as to the amount of land tracts that your tenants farm? You say one alert man would farm 50 or maybe as high as 100 acres?

Judge BROOKS. Yes, sir.

Chairman WALSH. Now, what are the usual holdings of your tenants?

Judge BROOKS. I reckon they would average about this way: If he has got a boy, a good, big boy that's too little for a man and too big for a boy, 18 years old, but he can do very good work on the farm, and if he is industrious I would let that man and his son have 100 acres. But ordinarily, if he has no such assistance as that and don't show that he is alert and has business capacity such as I suggested, I would rent him only 50 acres.

Chairman WALSH. What amount of cotton will a one-team farmer make with 50 acres an average year and an average quality of land?

Judge BROOKS. Of course, it depends on the land. The higher the grade of the land the more cotton. I have been talking about the land—say he plants 20 acres of it in corn and 30 acres of it in cotton, or, to make a more convenient calculation, say he plants 32 acres in cotton and 18 acres in corn. The corn replaces the corn that he used during the year making that crop. The 32 acres of cotton—on my land it averages something like half a bale of cotton to the acre. Of course, that is not an average for the United States; but my lands for the last 20 years have averaged me a half a bale of cotton to the acre. Some years I didn't make that much; some years the bollworm ate it all up. Now, if that is true, one-fourth of 32—that is the reason I suggested that acreage—I mean one-half of 32 would be 16 bales of cotton. Well, if he gets half of it, that would be 8 bales of cotton for himself. Then if he gets that which he has been doing pretty well lately until this war came on—something like \$50 for the seed and then the cotton—probably that is a little too high, \$50—but say on that basis, why, that would be 50 times 8, or it would be \$400. In addition to that he gets his home; he usually gets his wood, water, and garden. Now, here is an economic problem I have been trying to solve with my tenancy that you gentlemen are more largely interested in. I have offered to buy them four pigs when they would go on the farm in January, or along in the beginning of the year, and told them that they could let them run there in my lot and with my stock and pick up the waste there and that along in November or December or along there they would have four hogs weighing, say, according to the character of the hog, if they have taken proper care of it, weighing from 250 to 300 pounds. Well, that would give him his meat and lard enough to live on. And frequently I lend them the money, and I proffer all the while to do that, to buy him a cow for all his needs as to milk and butter. Then I have insisted and persisted and begged and plead with them to have chickens and eggs besides. Now, if you could possibly give to each family in Texas his meat and his lard, his milk and his butter, his chickens and his eggs, why, we would have the most prosperous country that a benignant Heaven ever blessed with a smile.

Chairman WALSH. And do they accept your proposition as to the pigs and the chickens and the cow usually?

Judge BROOKS. "No," he says. "I had a hog last year and that old sow ate up all my wife's chickens."

Chairman WALSH. Well, then, they don't usually take them?

Judge BROOKS. No.

Chairman WALSH. Why do you think that none of your tenants in the past 25 years have accepted your proposition to pay a thousand dollars down and getting him a place?

Judge BROOKS. Well, my dear sir, I don't wish to be cynical. I am not. I have tried mighty hard to solve that problem, but it is with no results. I think it points the truth of what the Savior says when he says, "You have the poor with you always." About 90 per cent of the people don't want anything above to-day. They seem to proceed upon the peculiar economic conception that "sufficient to the day is the evil thereof."

Chairman WALSH. In many instances did they have the \$1,000 at different periods which they might have invested?

Judge BROOKS. Many of them did and they would blow it in.

Chairman WALSH. Did they have bank accounts, many of them?

Judge BROOKS. Some of them did.

Chairman WALSH. On your land has it been customary for the women and children to work in the fields?

Judge BROOKS. Not a great deal. On our grade of land the reason they can work so much more than in Mississippi, where I was raised, and in east Texas is on account of the fact that the high-grade black land does not raise crab grass; have you seen crab grass?

Chairman WALSH. I know a little about it.

Judge BROOKS. You know what the pestiferous stuff is; it clings to the cotton closer than any brother. You have to pick it off with your fingers and keep on picking it off.

Chairman WALSH. There has been a great deal of suggestion about the proposed laws covering the relation between landlord and tenant; now, I understand there has been a law passed lately?

Judge BROOKS. Yes.

Chairman WALSH. By which it is undertaken to restrict the contract made?

Judge BROOKS. Yes.

Chairman WALSH. Please give your observation on the reasons, if there are any, for such a law and its workings, practical or legal standpoint?

Judge BROOKS. Will you pardon me if I tell a joke?

Chairman WALSH. Yes; we would be glad to hear one, especially if it illustrates a point.

Judge BROOKS. I tell this because it so aptly illustrates the point you inquired about and I am constrained to tell it at the expense of weariness. I was telling a friend of mine about it this morning. There was an old negro once that started fishing, old Uncle Aleck, and he had one of these longnecked gourds that he put the worms in, and then put a rag in the end of the gourd to keep the worms from crawling out. And he was carrying this gourd to keep the worms from crawling out. And he was carrying this gourd in his hand as he went on down to the river to fish, and as he was going along he passed a cabin with a little woolen-headed pickaninny in front, and he came running up to him and said, "Uncle Aleck, let me go a fishing with you?" And he said, "All right; come on," and the little nigger went trotting along behind, and the little nigger took the gourd with the worms. And this little pickaninny had on a pair of breeches that some white man had given his mammy, and the legs had been sawed off but the pockets had been left their original size, and the little nigger took this bait gourd and stuck it in one of the pockets, and when they got down to the creek he laid down by the side of it and went to sleep and rolled into the river. Well, old Uncle Aleck threw off his coat and dived into the water, and dived and ducked around, and finally succeeded in getting out the little nigger and rolled him around until the surplus water was out of him, and he got him back to life. Then a white man happened to come along and saw him pull the little pickaninny out of the water, and he said to old Uncle Aleck, "What a marvelous act you did in risking your life for that little nigger; he must have been your son." And old Uncle Aleck said, "No, boss; he ain't no son of mine." The white man said, "Then he must be a son of a brother of yours." And the old nigger said, "No, boss; I ain't got no brother. He ain't no son of no brother of mine." "Then he must have been a son of a very dear friend of yours," and the old uncle said, "No, boss; I ain't never seen that nigger before in my life until I started fishing." And the man said, "Well, why in the world did you act so heroically to save that little nigger's life?" Old Uncle Aleck said, "I don't know nothing about your 'heroic,' but he fell in the river with the bait in his pocket, and that is the reason I went in and got him."

Now, the Jack Cades traveling around this country and in this State are like the locusts of Egypt; I reckon the Lord sent them here to try our patience; they have got mine pretty near the breaking point. They go running around the country talking about the tragedy of the tenant farmers when we were in absolute harmony before these Jack Cades began to sing their siren song. So we had one here running for governor and he told the tenantry of this country he was going to make it a misdemeanor for a man to rent his land for more than a third and a fourth and half. This siren song got them a coming and a going. There are 200,000 tenants in the State and they were told that it would be made a misdemeanor, and when this drove of statesmen got together down here, known as the Texas Legislature, they were sorely put as to how to keep faith with these people that they had sung this siren song to, and what did they do? They went and fastened an amendment to the landlord lien law saying if you rented for more than that you simply forfeited your landlord lien. Now, the result is, and the hypocrisy of it, that the soulless creditor who owns the land can take a mortgage on the crop and rent the land for \$15 an acre, and put the tenant in the penitentiary if he takes a thing off of the farm. If they had passed the law that they really agitated there is not a justice of the peace in the State of Texas that would not have declared the law unconstitutional.

The trouble with our country is the pestiferous Jack Cades running around through the country singing their siren songs of discontent; there is the trouble about it. You can black my face and put me out here 5 miles or 15 miles in any direction from this beautiful little city; make me swear that I will never stir off of the place, or go 5 miles beyond where I am forced to stop; you can go further and black my face so that it will never come off, and I will always be a cheap nigger, and I will have a home paid for in less than 10 years. God Almighty makes a man, but a few votes can make an official, and a few nickels can make a rich man.

Chairman WALSH. You do not think that there is any use for such a law?

Judge BROOKS. No more than there is for a left-handed gimlet; and such a law would destroy the very purpose sought to be obtained.

Chairman WALSH. With the number of tenants increasing in Texas—has it increased in the last 10 years?

Judge BROOKS. Yes.

Chairman WALSH. Is it desirable or undesirable that they should increase?

Judge BROOKS. My dear friend, it would be cruel for me to say that tenantry was desirable. It would show a gross and infamous disregard for my country. The great institutions of our Commonwealth, and of our Nation, depends upon the purity and sanctity of the homes of this country and the more homes we have the more perpetuity we will have.

The increase of tenantry is not because of the impoverishment of the tenants, but it is their improvidence. Pardon me; I know all about this question and I can prove it by living, breathing witnesses, every statement and suggestion I have made, for my veracity has never been questioned in the State of Texas, except by the Jack Cades, whom I have scored every time I have been on the stump. The reason of the increase is this: In the early days when I was younger you could come down here and for \$5 an acre you could buy a section of land near Dallas. Perhaps if you got pretty close to town you might have to pay \$10 an acre, but you could get it for \$5 an acre a little farther out. Many noble spirits, with their fortunes destroyed in the old States, and having lost all they had in the strife in those old States, came to Texas and bought those lands. Say one of them bought a section, and I will use that to typify the condition and growth of this country. Now, at first there was no use of raising cotton much; he could use a few bales to buy some groceries or goods at the store; he would put three or four bales of cotton on his old ramshackle wagon, if he raised that much, and go to town and trade it for goods. On the rest of the land he would raise some corn and have a garden where he could, but the rest of the land, maybe 500 acres of it, he used as a pasture; probably it was not even fenced, and he would raise cattle and they grew on there and he would save up by living frugally and buy more cattle and they would multiply until he had quite a drove of them. This was down in the black belt within a radius of 100 miles of Dallas, and that was characteristic of the general conditions. After a while they ate out the native grass and other people came in and the land became more valuable there as compared with the western country where it was cheaper, and many of the pioneers here sold out for \$15 or \$20 an acre and went out West for the purpose of raising their cattle. Some sold their cattle and improved the land and put it in cultivation. The man and his wife would struggle to save and buy more land; they would live frugally and by practicing rigid economy would save enough to buy another 50 acres. And after a while they would put up a little house and rent a part of the land to a tenant and then later they would rent more of the land to other tenants, and in that way the tenantry has increased. The tenant was not able to buy a farm, and it is one of the most beneficial things that can be done him to rent to him, and how idiotic it is to talk about charity.

When I first bought land in Texas I bought it at from \$30 to \$35 an acre; I have no land that did not cost me at least \$30 an acre. When I was a young struggling lawyer, when land was cheap, I did not have the money to buy and when I was ready to buy it had gone up.

The tenantry is increasing because they are putting in more land.

There is another reason for the larger holdings in this country. The very moment the land got high, or comparatively high as to what it had cost, the owner would sell it and go to town or go out West. I can point out 100 men that left Grayson County—sold their land and left the county because the price had gone up, which was the very reason they ought to have held it; and they usually sold it to the adjoining farmer, who had a big farm already. He paid what was asked for it, and now the result is that he becomes an

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Chairman WALSH. All in one county?

Prof. ALVORD. Yes.

Chairman WALSH. How is the labor organized on the farm?

Prof. ALVORD. We rent about one-third of this land on a third and fourth basis to men who operate it as their own farms, each renting from 50 to 150 acres; and the balance of it we operate ourselves.

Chairman WALSH. What are the crops raised by the tenants?

Prof. ALVORD. They are under contract to put at least 20 per cent of their land in feed and the balance of it they can put in cotton, but we require them to grow at least 20 per cent of the land in feed. This year I think they are growing more; but that is optional with them. Some raise more feed than others, but we require them to raise some.

Chairman WALSH. Is it optional with them as to what they do with the rest of the land?

Prof. ALVORD. They do as they please about that; generally they raise cotton. Some are inclined to raise more feed than cotton, but the most raise cotton. It is good cotton land; it is good for any kind of crops, but they would rather handle a cotton crop than any other.

Chairman WALSH. What do you say is the size of your tenant holdings?

Prof. ALVORD. From 50 to 150 acres.

Chairman WALSH. Is that what is called the one-team farm down there?

Prof. ALVORD. No, sir.

Chairman WALSH. What does it take to operate it?

Prof. ALVORD. Why, a man should have three teams, where they operate 150 acres.

Chairman WALSH. And what does the acreage run for a one-team farm?

Prof. ALVORD. We expect a man to cultivate 50 acres with one team.

Chairman WALSH. On your farms, do the women and children work in the fields?

Prof. ALVORD. You mean the year round?

Chairman WALSH. No; any time during the year? It has been testified here that they would work at certain times, chopping cotton, that they picked cotton and planted some.

Prof. ALVORD. I think I have only seen one tenant, a man came down from Nebraska last year; he is a man that owns a farm in Nebraska, by the way, and he is a very thrifty young man; had some brothers living in the country, and I rented 50 acres to him. I think I saw his wife working in the fields a few days last year.

Chairman WALSH. Is that the only one that you know of, of your tenants?

Prof. ALVORD. Among the white people.

Chairman WALSH. Are there any negro women working in the fields?

Prof. ALVORD. We do not have any negroes.

Chairman WALSH. What do you mean by saying white people?

Prof. ALVORD. I refer to Mexicans. We have some Mexican laborers.

Chairman WALSH. Take the Mexicans—do they work in the fields, the women?

Prof. ALVORD. Yes, sir; at times they do.

Chairman WALSH. Do the children work in the fields, from 7 years up, on your farms?

Prof. ALVORD. I do not know their ages. We do not encourage them to do that, you understand. We do not employ them by the day, but sometimes a man will take a contract to chop 50 acres of cotton, and he will take his family down to the field, the little fellows with him, and I don't know how old they are; sometimes they work and sometimes they play around there.

Chairman WALSH. Have you noticed any of them working in the field as young as 7 and 8 years?

Prof. ALVORD. I do not think so, not doing the regular work.

Chairman WALSH. How about girls of the family?

Prof. ALVORD. Why, they work the same as the boys do.

Chairman WALSH. How many laborers do you have on your farms that are employed by the month or by the day?

Prof. ALVORD. I could not tell you. It varies at different times of the year, of course, but I would say we have about 20 regular men on one farm, the average of them, our farms average about a thousand acres, and we have about 20 regular laborers, from 20 to 25 on the pay roll.

Chairman WALSH. What are their nationalities, as a rule, Professor?

Prof. ALVORD. Mexican.

Chairman WALSH. What rate of wages do you pay them?

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Prof. ALVORD. We are paying at the present time, 80 cents per day.

Chairman WALSH. And how do they—

Prof. ALVORD (interrupting). We always paid a dollar a day until this last year.

Chairman WALSH. How many have you working on the place? How many working at 80 cents per day, now?

Prof. ALVORD. About 20 to 25 on each farm.

Chairman WALSH. How many altogether?

Prof. ALVORD. We have six of those farms that we operate in that way.

Chairman WALSH. Does that include their board?

Prof. ALVORD. No.

Chairman WALSH. Do you have boarding arrangements, boarding houses, or something of that kind?

Prof. ALVORD. No; they board themselves. You see if the man—suppose a Mexican working has a son or two boys in the family, we pay the same wages to the three of them, and they work in the same family.

Chairman WALSH. How old would a boy have to be to get 80 cents a day?

Prof. ALVORD. Why, about 14 or 15 years. We do not make a distinction, if these people drive the team, you see, the work is mostly teamwork, and if they are able to drive a team we pay the same as we do to the men.

Chairman WALSH. Is this staff of 20 men on the farm employed all the year round?

Prof. ALVORD. Yes, sir.

Chairman WALSH. How many days a year would you say they work?

Prof. ALVORD. We give them work every day they want work.

Chairman WALSH. Does that include Sundays?

Prof. ALVORD. No, sir.

Chairman WALSH. Every day of the week?

Prof. ALVORD. Yes, sir.

Chairman WALSH. Are they paid by the day, week, or month?

Prof. ALVORD. By the day.

Chairman WALSH. How often are they paid?

Prof. ALVORD. Paid once a month; that is, their accounts are settled once a month.

Chairman WALSH. Are they paid in cash?

Prof. ALVORD. Whatever balance is coming to them is paid in cash.

Chairman WALSH. And what deductions are there from the pay?

Prof. ALVORD. We have a hospital organization on the ranch that is mutual, optional with the laborers.

Chairman WALSH. Are all your laborers Mexicans?

Prof. ALVORD. No, sir; not all of them, the farm laborers are all Mexicans.

Chairman WALSH. How many laborers, I mean?

Prof. ALVORD. All the Mexicans and everybody else on the ranch pays 2 per cent of their salary into a hospital fund, the Coleman-Fulton Pasture Co. has nothing to do with it. Under the association rules, what is called the association—the hospital association, each man pays in 2 per cent of his salary no matter how much it amounts to, and that is deducted, whatever it might amount to. If a man has worked 10 days, it is deducted, and if he has not worked 10 days there is not any deduction. This is an association for the purpose of mutual protection.

Chairman WALSH. Who holds the money?

Prof. ALVORD. A committee of the employees.

Chairman WALSH. Do they have it deposited some place?

Prof. ALVORD. They deposit it in the bank, to the credit of the hospital association. We hire a doctor.

Chairman WALSH. How much do they have on hand, usually?

Prof. ALVORD. It kept accumulating until we had about fifteen or sixteen hundred dollars. It has gradually decreased during the last year, and now it is down to about eleven hundred dollars. The Coleman-Fulton Pasture Co. furnishes the building and all the equipment, without any rent charges, and the employees have free medical service; when a man is sick he is taken care of, taken to the hospital. It is a very nice hospital, well equipped, as good as there is in the city of Dallas, I suppose. And he is taken there and taken care of without any cost or board; he has medical attendance and everything until he is fully recovered and able to go to work again.

Chairman WALSH. Do the doctors treat the families?

Prof. ALVORD. If an employee's family is sick, he gets a reduction in rates, at the regular rate, whatever that might be. I think it is two-thirds of what is usually charged. And of course that is taken out of his account, and also such amounts as might have been advanced on his account.

Chairman WALSH. Do you run the stores? Do you have commissary stores?

Prof. ALVORD. Yes.

Chairman WALSH. Do these laborers run credit accounts with the stores?

Prof. ALVORD. No, sir; not with the stores. But we have a system of coupon books; the foreman, the boss on each farm, has coupon books that he issues, and these are good for credit.

Chairman WALSH. Just describe those coupon books.

Prof. ALVORD. They are simply coupon books, either \$1, \$2, \$5, as the case may be.

Chairman WALSH. Have you one with you?

Prof. ALVORD. I don't know whether I have or not. I usually carry one. Everybody uses them. I get mine the same as everybody else does. [Handing book to chairman.] Well, I don't want you to take this. It is worth about \$7.

Chairman WALSH. If we take it, we will pay you the \$7.

Prof. ALVORD. I do not know what there is in it. I expect there is that balance.

Chairman WALSH. It is only good for merchandise?

Prof. ALVORD. For merchandise anywhere.

Chairman WALSH. Does—among the Mexican laborers, does it pass as currency?

Prof. ALVORD. Yes, sir. That is, in our stores we take it.

Chairman WALSH. How are these issued? I see that is a \$10 book?

Prof. ALVORD. Those are issued by the farm foreman. He has those books on hand, and if a man wants anything—

Chairman WALSH (interrupting). He gives him a book?

Prof. ALVORD. He gives him a book.

Chairman WALSH. Then it is charged against his account?

Prof. ALVORD. He keeps the account; yes. We do that for the purpose of reducing the accounting expense. We operate our stores on a very small margin, and if it is necessary to keep bookkeepers to keep an accurate account of each man's items—a Mexican will come in and buy 5 cents' worth of potatoes and 5 cents' worth of sugar, and 10 cents' worth of flour, and if we would have to make a 5-cent charge for each one of those items, it would take a force of bookkeepers to keep their accounts. So we issue these books and he can buy whatever he chooses and get it at the same price as if he paid cash.

Chairman WALSH. What method have you for dealing with the seasonal labor—do you require seasonal labor?

Prof. ALVORD. Yes.

Chairman WALSH. At certain times of the year when you need more help than others?

Prof. ALVORD. Yes, sir; we have more men sometimes than at others.

Chairman WALSH. How do you get the Mexicans to recruit your labor supply?

Prof. ALVORD. They drift in, perhaps 50 per cent of them; the extra ones drift in during the year. We sometimes employ them and sometimes we do not. We have some extra houses, you know, and when a family comes along and wants to live in the house we let them live in there. I do not know where they come from. They may move from Corpus Christi, or, from the neighborhood there.

Chairman WALSH. How about the other 50 per cent?

Prof. ALVORD. Well, since I have been there I have employed a man who has recruited them in Laredo, Tex., and brought them to us. He is a young man, graduate of an agricultural college, educated at College Station. I employed him because he was a very competent young man, and lived in Laredo. His father is in the brokerage business there, and I think has some large holdings. He is a boy who was raised in Laredo and knows all those people. You see, at certain seasons of the year they are growing onions near Laredo, and these people work in the onion fields, and after the onions are harvested there is nothing for them to do there until fall, and they come into Laredo; you see, they work in the onion fields along this river, Rio Grande [indicating on map], and out in this part here, Cotulla, Tex., and through here, Pearsall, Tex. [Indi-

cating], and when the cotton crop gets ready to harvest they drift over into this country here, Nueces, San Patricio, and Bee Counties [indicating], and pick cotton. And when the season is over they go back to Laredo again. But our labor supply, most of it, stays right through the season. We have arrangements that we take care of them during the season, and at the end of the season we take them back to Laredo and put them back where they came from.

Chairman WALSH. Do your day laborers pay rent for their rooms and houses?

Prof. ALVORD. No, sir.

Chairman WALSH. What arrangements do you have?

Prof. ALVORD. We have very comfortable houses for them.

Chairman WALSH. Just describe them, please.

Prof. ALVORD. They are two-room houses, 14 feet wide and 28 and 22 feet long, divided into two rooms. The most of them are screened, and to each of them there is a hydrant of fresh water at the gallery, and they can step out to the gallery in front of the house and draw the water. And their wood is provided for them at the door.

Chairman WALSH. Have you had any strikes on the place?

Prof. ALVORD. No, sir; not general strikes. There was a bunch of Mexicans "struck" last fall. We were paying, I think, 60 cents a hundred for picking cotton, and they wanted 75, and they said if we didn't pay them they would go where they could get it, and my man told them to go, and they went.

Chairman WALSH. How many?

Prof. ALVORD. I think there were 15 or 20.

Chairman WALSH. Left anybody?

Prof. ALVORD. Yes. They went among the farmers scattered around here and there. I don't think many of them left the country; simply went out and went to work for other men.

Chairman WALSH. What are the educational conditions?

Prof. ALVORD. We employ an educated man or woman, Mexican teacher, I think now that they are all Mexicans. I have—we have four Mexican schools on the ranch. We employ these teachers and pay them the same as we pay our farm laborer, not the same wages, but we pay them, and charge it up to the account against labor, and we maintain school for six months in the year, to which they send their children free.

Chairman WALSH. In your opinion, will moderate machinery or new methods have any effect upon the evolution of farm industry in the South? What is the development along that line?

Prof. ALVORD. Well, I have given a great deal of study to the subject of machinery, with reference to farming, and I think as the speaker before me said, that the amount of money that a man will make in a farming enterprise will depend to a large extent upon the motive equipment, the motive power. In other words, the efficiency of the man don't count for so much when it comes to do a day's work on the farm now as the efficiency of the motive force that he has, his teams and tools. If a man has got a very small sorry mule, and one plow, he can not do much in a day. But if he drives four big mules and a big plow he can do a great deal. It is the same as it is in any other enterprise, the more power you have got per man, the greater will be your profits.

Chairman WALSH. Why don't you employ white labor on your place?

Prof. ALVORD. There is not enough white labor in the country to supply our place.

Chairman WALSH. Then it is simply a matter of supply, is it?

Prof. ALVORD. Yes, sir.

Chairman WALSH. Have you any white laborers?

Prof. ALVORD. We have a good many white laborers on the place.

Chairman WALSH. What do you pay the white labor?

Prof. ALVORD. Twenty-five dollars a month, and some of the boys get \$30. The skilled, it is owing to what they can do.

Chairman WALSH. How many men get \$25 a month and board?

Prof. ALVORD. You mean among the farm hands?

Chairman WALSH. Whatever you are talking about there.

Prof. ALVORD. We have a great many employees outside of the farm hands.

Chairman WALSH. I asked you why you didn't employ white farm laborers, and you said the supply was sufficient.

Prof. ALVORD. Wasn't sufficient.

Chairman WALSH. You said you did not have many white men, and I asked you what you paid the white men, and you said from \$25 to \$30 a month.

Prof. ALVORD. I am referring to the farm hands. We have mechanics and artisans that run up to \$2.50 and \$3 and \$3.50 a day.

Chairman WALSH. My question was, how many farmers—how many farm hands you have getting from \$25 to \$30 a month and board.

Prof. ALVORD. I should think probably 15.

Chairman WALSH. Out of a total number of how many?

Prof. ALVORD. Well, these are on other farms, not connected with the six farms I spoke about, you understand.

Chairman WALSH. How many men have you getting \$25 a month and board?

Prof. ALVORD. You mean farm hands?

Chairman WALSH. Whatever you have been talking about.

Prof. ALVORD. You see, we have a great many employees outside of farm hands.

Chairman WALSH. I asked you why you did not employ white farm labor and I believe you said the supply was not great enough.

Prof. ALVORD. The supply is not sufficient.

Chairman WALSH. And you said you did have many white men, and I asked you what wages you were paying, and you said you were paying \$25 a month and board.

Prof. ALVORD. We have mechanics and artisans getting larger wages, getting \$2 and \$2.25, and \$2.50 and \$3.

Chairman WALSH. My question was, how many farm laborers have you who are getting \$25 a month and board.

Prof. ALVORD. I suppose probably 15.

Chairman WALSH. Out of a total number of how many?

Prof. ALVORD. Well, we own other farms not connected with the Gregory place, I suppose you understand.

Chairman WALSH. Well, now, let us keep on the farm situation. Have you a lot of Mexican labor?

Prof. ALVORD. Yes, sir.

Chairman WALSH. And the only reason you have them is because the supply of white labor is not there? Is that correct?

Prof. ALVORD. Yes, sir.

Chairman WALSH. Would you employ the white labor that was there?

Prof. ALVORD. I would if I could get the efficiency out of it.

Chairman WALSH. Do you employ the Mexican laborers for the reason that you get them cheaper?

Prof. ALVORD. Not necessarily; no, sir.

Chairman WALSH. What do you think about that rate of pay for a man of 80 cents a day and buy his own provisions in that country? Is it considered a fair rate of wages?

Prof. ALVORD. Yes, sir; at the present time.

Chairman WALSH. What is your opinion as to the general housing conditions of tenants in Texas?

Prof. ALVORD. Well, some of them are not so good as they ought to be, but I think ours are very satisfactory. I have some photographs here I would like to show you if you wish to see them.

Chairman WALSH. I would like to see them.

Prof. ALVORD. There is the first tenant house we built on the ranch. I think that house has been up some 9 or 10 years.

Chairman WALSH. How many rooms?

Prof. ALVORD. I think four rooms and two galleries.

Chairman WALSH. Would you please let us have those for our record—those pictures?

Prof. ALVORD. Yes, sir. Now, there is one of a later type that we have just built.

Chairman WALSH. How many rooms does that have?

Prof. ALVORD. Four rooms and a big closet for a bathroom. Now, here is one of the tenant farms.

Chairman WALSH. Do these Mexican laborers live in these houses?

Prof. ALVORD. No; those are tenant houses; that is, I have just one that will show a Mexican house back of it.

Chairman WALSH. Have you one that shows a Mexican house?

Prof. ALVORD. Just right back of that building there.

Prof. HOLMAN. Have you some of those pictures we took down there with you?

Prof. ALVORD. I don't believe I have.

Prof. HOLMAN. Showing the Mexican houses and the cooking outside?

Prof. ALVORD. I think those are in another bunch which I left at home. But you will find a picture of the Mexican house on the back of that one there [indicating]. These refer to different features. I think they are self-explanatory. (The witness hereupon submitted a series of 14 photographs. They are not printed.)

Chairman WALSH. How is your place policed and how is order kept on the Taft ranch?

Prof. ALVORD. Why, it is just the same as any county. We do not pay any attention to it ourselves.

Chairman WALSH. Do you have any officials—that is, deputy sheriffs or constables or anything of that sort—in your employ?

Prof. ALVORD. Not in our employ; no, sir.

Chairman WALSH. And how much hay do you raise on these six farms? I wish you would just give the production of those six farms.

Prof. ALVORD. I could not give it to you offhand, sir; but we produce a large amount.

Chairman WALSH. Could you approximate it?

Prof. ALVORD. Oh, I should say that each farm would raise 150 tons a year.

Chairman WALSH. Of hay?

Prof. ALVORD. Yes, sir.

Chairman WALSH. And what was your total production of cotton last year?

Prof. ALVORD. Two thousand three hundred bales on the six farms.

Chairman WALSH. Can you approximate your production with reference to the different sort of holdings?

Prof. ALVORD. Well, one of these farms is about 1,000 acres, and it had about 250 acres in feed and about 750 in cotton, and we got approximately a half a bale of cotton to the acre. The balance of the land was planted in kafir corn and milo maize and Indian corn and redtop cane for hay.

Chairman WALSH. How many hogs do you raise?

Prof. ALVORD. On each of these farms we raise from 75 to 100 and 150 hogs.

Chairman WALSH. Do your tenants raise hogs?

Prof. ALVORD. We encourage them to, if they will.

Chairman WALSH. And do any of them?

Prof. ALVORD. Yes.

Chairman WALSH. What percentage of, them?

Prof. ALVORD. I would say about half of our tenants produce meat for themselves during the wintertime.

Chairman WALSH. And how about dairy products?

Prof. ALVORD. We produce a large amount of dairy products. I think all our tenants have their own cows.

Chairman WALSH. Your tenants seem to be satisfied with their condition?

Prof. ALVORD. Yes; I think so. We could rent our farms a great many times over if we had more houses for them. It is just a question of getting the land in cultivation and providing places for them.

Chairman WALSH. Is your company acquiring more land?

Prof. ALVORD. No, sir; they have been selling.

Chairman WALSH. You have been selling?

Prof. ALVORD. Yes, sir.

Chairman WALSH. What was your highest holding in acreage?

Prof. ALVORD. I don't know.

Chairman WALSH. How much have you sold from time to time?

Prof. ALVORD. Two hundred acres were sold to a party not very long ago. I think it was the year before last, and I think a tract of something like 4,000 or 5,000 acres was sold.

Chairman WALSH. How long have you been there?

Prof. ALVORD. Three and a half years.

Chairman WALSH. Do you encourage your tenants to buy land?

Prof. ALVORD. Yes, sir.

Chairman WALSH. From your own company?

Prof. ALVORD. We have sold some of our tenants land; but you see there is lots of land in the country there for sale and they have bought where they could get the best bargain.

Chairman WALSH. How much land have you sold to tenants?

Prof. ALVORD. I could not say how much.

Chairman WALSH. Do you have any plan for encouraging them to buy land?

Prof. ALVORD. We encourage all kinds of trades.

Chairman WALSH. Do you have any proposition such as has been suggested by some of the other witnesses that they might invest in land belonging to you?

Prof. ALVORD. No, sir; nobody has suggested that. They have their own money and they do as they please, and most of them have got their eyes on a farm, and when they get money enough to make the first payment on one they buy it.

Chairman WALSH. Do any of these Mexicans become home owners?

Prof. ALVORD. Some buy land.

Chairman WALSH. Any since you have been there?

Prof. ALVORD. Yes, sir.

Chairman WALSH. Any that have been on your place?

Prof. ALVORD. Yes, sir; a man that farmed last year for me has bought a place.

Chairman WALSH. How large?

Prof. ALVORD. I think about 6 acres, and he paid \$100 an acre.

Chairman WALSH. Take the tenant farmers around there; what would you say the average earnings of a one-team farmer would be?

Prof. ALVORD. Well, I had one man that farmed 50 acres. The great trouble is that most tenants, as the speaker preceding me stated, have not got that drift and business ability to make money out of it. Most of these men spread their work over too much land and do not cultivate it sufficiently to make the maximum amount out of it.

Chairman WALSH. Well, regardless of that, what do they make?

Prof. ALVORD. Well, one man—now, this is not an exceptional case, although it is a good case. But we have had other men that have done just as well. One man a year ago farmed 50 acres of land and got 53 bales of cotton. Now, that was in good land, and he had that 50 acres and got 53 bales of cotton from it.

Chairman WALSH. Now, how many of those have you had?

Prof. ALVORD. That was on 50 acres. By the way, he owned 400 acres of his own land that he had rented out, but he lived in town and had nothing else to do and he wanted to farm and we rented it to him. And we rented it to him again this year, but he did not get so much cotton because of a different kind of season.

Chairman WALSH. How many bales did he get this year?

Prof. ALVORD. He only got 27 bales.

Chairman WALSH. Twenty-seven bales off of the 50 acres this year?

Prof. ALVORD. Yes, sir; and it was the same land this year on which he raised the 27 bales as that on which he raised the 53 bales. The difference was in the insects and other diseases of the cotton. The cost of producing cotton is determined more by climatic conditions and insects pests than any other one factor. The average cotton grower is a good farmer and keeps his crop clean and takes good care of it and oftentimes puts enough labor on it to make a maximum crop; but the insect ravages damage it, and the insect pests get it.

Chairman WALSH. Now, please answer the original question, if you can; about what is the average net earnings per year of the tenant farmer with one team on your place?

Prof. ALVORD. Well, I could not say, offhand, what the average would be; but, generally speaking, he ought to get a gross return for his work on 50 acres of land, if he provides the feed for his team on the outside, you understand—that is, if he works all his land in cotton—he ought to get a gross return of a thousand to fifteen hundred dollars.

Chairman WALSH. And does he get that on your place?

Prof. ALVORD. I could not give you the figures offhand.

Chairman WALSH. Do you keep books so that that could be given?

Prof. ALVORD. Why, the books would show what rents he had paid; but we do not know what he might make, you know.

Chairman WALSH. It would show what his gross profit on the proposition would be?

Prof. ALVORD. Yes, sir.

Chairman WALSH. Now, will you please furnish us, sending to our field headquarters in Chicago, the gross returns of all your tenants for the past three years?

Prof. ALVORD. If it can be done. I think the books will show.

Chairman WALSH. That will be all, thank you, Professor. Please remain in attendance, as there might be a question I would want to ask you later.

Mr. Green.

TESTIMONY OF MR. JOSEPH F. GREEN.

Chairman WALSH. State your name, please?
 Mr. GREEN. Joseph F. Green.
 Chairman WALSH. Where do you reside, Mr. Green?
 Mr. GREEN. Gregory, Tex.
 Chairman WALSH. Are you connected with what are known as the Taft properties?
 Mr. GREEN. Yes, sir.
 Chairman WALSH. Where are they located, please?
 Mr. GREEN. This farm which you speak of is located in San Patricio County, Tex. It has three or four towns either on the ranch or adjoining the ranch.
 Chairman WALSH. Name the towns, please?
 Mr. GREEN. Sinton originally was on the ranch. It adjoins it now. Taft is on the ranch. Gregory is on the ranch; Portland is on the ranch.
 Chairman WALSH. And how many acres have you there?
 Mr. GREEN. We have about 80,000 acres now.
 Chairman WALSH. Now, do you have any other ranch property—that is, that this company owns—under lease?
 Mr. GREEN. No, sir.
 Chairman WALSH. What is the Catarina ranch?
 Mr. GREEN. That belongs to Mrs. Taft.
 Chairman WALSH. How many acres in that?
 Mr. GREEN. I think 224,000 acres.
 Chairman WALSH. Where is that located?
 Mr. GREEN. That is located in Dimmit and Webb Counties.
 Chairman WALSH. Do you have anything to do with that?
 Mr. GREEN. Yes.
 Chairman WALSH. Are you general manager for that, also?
 Mr. GREEN. No; I have it leased; that is, a partner and myself.
 Chairman WALSH. Well, to whom?
 Mr. GREEN. We lease it.
 Chairman WALSH. Oh, you lease it personally?
 Mr. GREEN. Yes, sir.
 Chairman WALSH. Do you have tenants on that land?
 Mr. GREEN. No, sir.
 Chairman WALSH. What do you do with that land?
 Mr. GREEN. Run cattle on it.
 Chairman WALSH. How long does your lease run, please, Mr. Green?
 Mr. GREEN. Five years.
 Chairman WALSH. I wish now—first, is the company that manages these six farms, I believe you call them—
 Mr. GREEN (interrupting). Yes.
 Chairman WALSH (continuing). A corporation of the State of Texas?
 Mr. GREEN. Yes, sir.
 Chairman WALSH. What is the name of the corporation?
 Mr. GREEN. Coleman-Fulton Pasture Co.
 Chairman WALSH. Now, does the Coleman-Fulton Pasture Co. also run stores?
 Mr. GREEN. Yes, sir.
 Chairman WALSH. Have you any other corporations that had any part—conduct any part of the operations?
 Mr. GREEN. Yes, sir.
 Chairman WALSH. Any subsidiary corporations of any kind?
 Mr. GREEN. No.
 Chairman WALSH. You keep the ranch account separately, do you, from the store account?
 Mr. GREEN. Well, it is all kept through the same head office.
 Chairman WALSH. Where is the head office?
 Mr. GREEN. At Gregory.
 Chairman WALSH. What is the capital stock of the company?
 Mr. GREEN. Eight hundred and forty-nine thousand seven hundred dollars.
 Chairman WALSH. Do you know how many stockholders there are?
 Mr. GREEN. About 20.
 Chairman WALSH. Is the stock for sale any place?
 Mr. GREEN. Yes, sir.
 Chairman WALSH. Whereabouts?

Mr. GREEN. Well, it is all for sale—well, Mr. Taft's stock is for sale. and what I have is for sale.

Chairman WALSH. What is the par value of the stock?

Mr. GREEN. Well, I couldn't tell you.

Chairman WALSH. What is the actual value of it?

Mr. GREEN. I couldn't tell you that. I don't know. I would tell you if I knew.

Chairman WALSH. That that is for sale—for instance, Mr. Taft's stock—what does he want for it?

Mr. GREEN. I don't know as he has set a price recently on it.

Chairman WALSH. Well, yours, then?

Mr. GREEN. The last stock that I sold I sold for \$250 a share. I sold about one-third of my stock at that price.

Chairman WALSH. Do you remember what the par value of it is?

Mr. GREEN. Oh, \$100 a share. Excuse me.

Chairman WALSH. How long has the company owned that place?

Mr. GREEN. I think it was in 1881 that it was incorporated.

Chairman WALSH. How long have you been there, Mr. Green?

Mr. GREEN. Fifteen years this coming June.

Chairman WALSH. Do you own cotton gins?

Mr. GREEN. No.

Chairman WALSH. Is there a separate company owns cotton gins?

Mr. GREEN. Yes, sir.

Chairman WALSH. What is the name of that company?

Mr. GREEN. I believe the Taft Oil & Gln Co.

Chairman WALSH. What is the capital?

Mr. GREEN. One hundred and fifty thousand dollars. It is not a corporation; it is just a partnership.

Chairman WALSH. How many stockholders in that, or partners?

Mr. GREEN. Three.

Chairman WALSH. What was your net profit in that last year?

Mr. GREEN. This last past year?

Chairman WALSH. Yes.

Mr. GREEN. Well, I don't know. I could possible answer your question by saying that the \$130,000 put in five years ago has never paid any dividends, and there has been none drawn out; and, of course, you will find out if this is correct—the usual time for closing books in the oil-mill business is the 1st of April of each year, after the product is all sold. But, as near as I can get at it now, I would say that the property was worth about \$150,000 and possibly 4 interest; but there has been nothing ever drawn out.

Chairman WALSH. Failed to make it, or accumulating a reserve, or what?

Mr. GREEN. Yes; failed to make it. We have had some put into improvements each year, but the depreciation in that kind of property is very rapid indeed. A gin that is good property to-day in five years is worthless, and in three years it is not worth 50 cents on the dollar.

Chairman WALSH. How much money has the partnership or company now?

Mr. GREEN. Over and above their indebtedness?

Chairman WALSH. No; how much—

Mr. GREEN (interrupting). I think about \$5,000 or \$6,000 over and above their indebtedness.

Chairman WALSH. And what is the indebtedness?

Mr. GREEN. I think the indebtedness is about \$5,000 or \$6,000.

Chairman WALSH. And that would represent, then, any profits you had made in that time?

Mr. GREEN. Well, it would take all that to put the property in condition by the time we repair each year. Gin property must be repaired and gone over, and the boilers must be fixed, and all the machinery must be improved; and it would take, I would say, about what we have on hand to put the property in condition to operate next year.

Chairman WALSH. Prof. Alvord has introduced one of these coupon books in evidence here. Do your renters use those books?

Mr. GREEN. I think so.

Chairman WALSH. And do the laborers use them?

Mr. GREEN. I think so.

Chairman WALSH. Do they do any trading with competitive stores, or does your company own all the stores?

Mr. GREEN. Oh, no. We don't own all the stores. There are competitive stores there.

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Chairman WALSH. What do you estimate the value of your farming equipment at, please?

Mr. GREEN. Mr. Alvord could probably tell you that, but I could not. I don't have much out of the book records. I can furnish it to you.

Chairman WALSH. Do you not recall what it is on the books?

Mr. GREEN. No; I do not. I will be glad to furnish it to you, though.

Chairman WALSH. What do you render for taxation?

Mr. GREEN. I couldn't tell you that.

Chairman WALSH. What is the valuation of your land? What is the net value of your land?

Mr. GREEN. For taxation?

Chairman WALSH. No; for all purposes. What is its actual value?

Mr. GREEN. Well, that is a question I would have to answer you about this way: Some of our land that we have had in cultivation has paid us as high as \$8 an acre rent, and a large amount of our land that has been in pasturage has not paid us but very little rent. Some of it as low as 25 or 50 cents an acre. Perhaps that is as much as it has ever paid.

Chairman WALSH. What would you say the valuation is of the six farms?

Mr. GREEN. Well, I should judge the value of those six farms is not far from \$75 an acre.

Chairman WALSH. How are the tenants on your places staying there? Do they move every year, or how is that?

Mr. GREEN. We have been operating tenants, or had tenants for about 10 years; and 75 per cent of those who have come with us from time to time are still there with us.

Chairman WALSH. Seventy-five per cent?

Mr. GREEN. Yes. We usually lose one tenant a year; but out of the 25 I don't think we have ever lost—we have never had a tenant leave the ranch of his own accord, and we have not had occasion to change more than perhaps two in any one year. And the majority of our tenants have been with us on an average of four years.

Chairman WALSH. How many tenants have you now?

Mr. GREEN. About 25. I think that is exact.

Chairman WALSH. And how many laborers?

Mr. GREEN. I don't know about that; I should think—the total number of laborers I do not recall. I should judge 150—some place between that and 200. It varies, you know.

Chairman WALSH. Who fixes the price of the merchandise in the company's store?

Mr. GREEN. The superintendent of stores.

Chairman WALSH. What is his name?

Mr. GREEN. Mr. Brooks.

Chairman WALSH. And who determines the amount of wage that is paid to the laborers?

Mr. GREEN. Well, each department usually; that is, the man that is in charge of each department fixes the amount.

Chairman WALSH. How many stores have you on the farm?

Mr. GREEN. Two; and then we have some small commissaries at each farm.

Chairman WALSH. How much stock is carried in each store?

Mr. GREEN. I should judge about \$20,000 would be the maximum, and down to about \$12,000 or \$15,000.

Chairman WALSH. And where do you purchase your merchandise? What is your trading point?

Mr. GREEN. Wholesale houses in Houston and all over the United States.

Chairman WALSH. You just go out into the general field to trade, do you? Have no special place?

Mr. GREEN. Well, those traveling men come in.

Chairman WALSH. You have no special place where you purchase, that are either manufacturers or jobbers for you?

Mr. GREEN. No.

Chairman WALSH. What is the reason of the coupon-book system, Mr. Green?

Mr. GREEN. Well, I don't really, to tell you the facts, know anything about it. Mr. Brooks introduced it; that is, the head storekeeper. He came there from Kansas and he was in charge of a large store there, and he introduced this system down there of the coupon system, and there were many things in which he said it was an advantage. Now, would you repeat the question, to see if I can answer it?

Chairman WALSH. What is the reason of the coupon-book system?

Mr. GREEN. I can not tell you further than it was introduced by the head storekeeper, and that is about all the reason that I could give you. And I have heard the bookkeeper say that it made the bookkeeping much simpler and plainer. That is about all the reason I have ever heard them say. I buy them the same as anybody.

Chairman WALSH. I have been asked to ask you a question. What has been your experience at that farm with steam and gasoline power as to whether or not you have found the same economical?

Mr. GREEN. We have for heavy work. We have found in certain cases that we could use them to advantage on the ranch even with our mules. We have found that in disking and in plowing up this virgin soil that we can do it much cheaper than we can with the teams and much better.

Chairman WALSH. I will excuse you, Mr. Green, for the present. We are much obliged to you.

Mr. Dale Walker.

TESTIMONY OF MR. DALE WALKER.

Chairman WALSH. Your name is Dale Walker?

Mr. WALKER. Yes, sir.

Chairman WALSH. Where do you live, Mr. Walker?

Mr. WALKER. In Gregory, Tex.

Chairman WALSH. What business are you in?

Mr. WALKER. In the gin business.

Chairman WALSH. How long have you been in the gin business?

Mr. WALKER. Since 1897.

Chairman WALSH. I wish you would just state what your equipment is.

Mr. WALKER. At the present?

Chairman WALSH. Yes.

Mr. WALKER. I have an 11-gin plant, 165-horsepower boiler, 250-horsepower engine; capacity, 120 bales every 24 hours.

Chairman WALSH. Where are you located with this Taft ranch?

Mr. WALKER. Right on the ranch there—part of the ranch. But it don't belong to them.

Chairman WALSH. It don't belong to them?

Mr. WALKER. No, sir.

Chairman WALSH. Are you in competition with the Taft people in the gin business?

Mr. WALKER. Yes, sir.

Chairman WALSH. Have you observed the operations at the Taft ranch with reference to their tenants?

Mr. WALKER. Nothing; only hearsay.

Chairman WALSH. You have no personal knowledge of it?

Mr. WALKER. No, sir.

Chairman WALSH. Do you come in competition with them in the ginning business?

Mr. WALKER. Yes, sir.

Chairman WALSH. Now, just how do you operate and how do they operate?

Mr. WALKER. I don't know whether I exactly understand you, Mr. Chairman.

Chairman WALSH. I went to find out whether or not the way in which a large operation is carried on—what effects it has on a small operation like yours, for instance.

Mr. WALKER. Well, if we have a large crop like we had in 1913 it don't affect me but very little, but when it comes down to a short crop it does.

Chairman WALSH. Well, now, in what way?

Mr. WALKER. Well, just like this: If we have got a short crop, you see, my price of ginning is the old standard price, which was originally, when I went to Gregory in 1908, the price.

Chairman WALSH. What is the price of ginning?

Mr. WALKER. Well, I charge six bits a hundred and wrap it. That includes the bagging and ties. I furnish the bagging and ties at six bits a hundred.

Chairman WALSH. And how long do you say that has been the charge?

Mr. WALKER. It was that way when I went there in 1908, but later, two years ago, why, the pasture company or the Taft Oil & Gin Co. cut the price 25 cents a hundred and made it 50 cents a hundred for the ginning and a dollar for wrapping.

Chairman WALSH. Did they ever try to buy you out?

Mr. WALKER. No, sir.

Chairman WALSH. What effect did that have upon your operations?

Mr. WALKER. Well, it has had a little bit. I have had some people come and say they could get their cotton ginned up there for 25 cents a hundred cheaper than they could at my gin.

Chairman WALSH. Do you think that your presence there had anything to do with it? To put it plainly—if you have any complaint whatever to make as to the competitive conditions there, I wish you would make them.

Mr. WALKER. Well, Mr. Chairman, it is a sort of a hard proposition to make them. I have them, but it is in such a roundabout way that is it a hard matter for a man, unless he can see it through, to go into it. It is this way: I have never ginned a bale of cotton for the pasture company's farm.

Chairman WALSH. You have never ginned a bale of cotton for the pasture company's farm?

Mr. WALKER. No, sir; wouldn't be allowed to.

Chairman WALSH. It is not allowed?

Mr. WALKER. No, sir. That is what the tenants tell me. I know nothing else. But I don't gin it.

Chairman WALSH. When did you say you came there?

Mr. WALKER. 1908.

Chairman WALSH. Isn't it natural that their ginning should be done on their own place?

Mr. WALKER. Certainly. I do not object to that.

Chairman WALSH. Well, are there any other competitive features that you have found might be detrimental to your business?

Mr. WALKER. Not in particular.

Chairman WALSH. Do they have control of the water there?

Mr. WALKER. Fresh water? Yes.

Chairman WALSH. Well, do you get it in your operations?

Mr. WALKER. Well, I did in one year, 1913.

Chairman WALSH. Can you purchase it from the Taft ranch?

Mr. WALKER. Yes; I used it in 1913, but it cost me so much I had to cut it out and got to using salt water again.

Chairman WALSH. So the price that is charged, you claim, makes it prohibitive?

Mr. WALKER. Well, for boiler use; yes, sir.

Chairman WALSH. I will ask Mr. Green a question.

TESTIMONY OF MR. JOSEPH F. GREEN—Recalled.

Chairman WALSH. Mr. Green, I want to ask you one more question: Do you have written contracts on your ranch?

Mr. GREEN. Yes, sir.

Chairman WALSH. Have you a copy of the contract with you?

Mr. GREEN. No, sir.

Chairman WALSH. Will you please produce it and put it in the record here?

Mr. GREEN. Yes.

(The contract referred to is printed among the exhibits at the end of this subject as "Green Exhibit.")

Mr. GREEN. May I be permitted to say one thing? There have been so many things said here about tenants that I would say that what has been said in reference to nearly all the tenants which they have spoken about does not apply to ours. We have the best lot of tenants that I have ever known. Over half of them own their own farms and have bought them and paid for them since they came on our ranch, and they have nice families and buggies in which to ride, and some of them even have automobiles, and many of these tenants have been there a long time, some of them as much as 10 years, and some of them have continued there as tenants and renters after they have bought as much as 300 or 400 acres of land and paid for it, and are still there.

Chairman WALSH. Americans or Mexicans?

Mr. GREEN. Americans. We have two Mexican tenants that have bought and paid for tracts of land. That is all.

Chairman WALSH. Thank you, Mr. Green.

Dale Walker.

TESTIMONY OF MR. DALE WALKER—Recalled.

Chairman WALSH. Now, Mr. Walker, do you know anything about the use of the coupon system on the ranch?

Mr. WALKER. No, sir; I don't know nothing about that. I don't get nothing from that, and don't deal with it.

Chairman WALSH. Have the tenants ever told you of any reason why they thought the books were used by the employees?

Mr. WALKER. Not in particular. I have heard them say they had to use the coupon book in order to get credit; that is all. That is the first time I ever heard it.

Chairman WALSH. That is the system, it seems, that this company has of extending credit, is through the sale of that coupon book?

Mr. WALKER. Yes, sir.

Chairman WALSH. They have no other system there?

Mr. WALKER. Not that I know of.

Chairman WALSH. That is all. Thank you, Mr. Walker.

Mr. Green, just one moment, please.

TESTIMONY OF MR. JOSEPH F. GREEN—Recalled.

Chairman WALSH. Mr. Holman has a question or two.

Prof. HOLMAN. Mr. Green, didn't you make a change this year in your customary charges for the ginning of cotton?

Mr. GREEN. April a year ago—no; two years ago.

Prof. HOLMAN. It is not true, then, that following the war, or rather the opening of this year's crop, that you changed from the credit system to the cash system of charging for the ginning of cotton?

Mr. GREEN. Well, I don't think that we ever made a change of that kind. The way we came to make a change in the price of ginning—I happened to be away from home attending a funeral a couple of years ago, and I found after the funeral was over—I took a walk and I found that the neighboring gins were charging less than we were, and I then inquired as to the price of ginning over the country—I didn't know anything about the business—and I found that the entire country was charging 25 cents a bale less than we were charging, and when I got home I told Mr. Walker about it, and I told Mr. Walker we would have to cut the price to 50 cents, and we cut it, and the price was changed to conform to the price elsewhere.

Prof. HOLMAN. Did you change from the credit system to the cash system of ginning last fall?

Mr. GREEN. I don't know that we did; I don't remember it.

Prof. HOLMAN. You were ginning for cash in September, were you?

Mr. GREEN. I don't think we were; I think—there is quite a bit on the books, I know.

Prof. HOLMAN. Mr. Green, one tenant on your ranch told me that he could not take his cotton away from the gin unless he paid cash for it, at that time when I was there with Mr. Alvord down there. I just want to ask you about that.

Mr. GREEN. Well, now, I have a superintendent that operates the gin and operates the oil mills, and I don't know much about the details of it.

Prof. HOLMAN. Is the oil mill a separate corporation?

Mr. GREEN. Yes; that belongs to a company.

Prof. HOLMAN. That is an allied company?

Mr. GREEN. Well, it belongs to some of the stockholders of the Coleman-Fulton Pasture Co.; but it is a private company, not incorporated.

Prof. HOLMAN. Is the bank at Taft owned by the company?

Mr. GREEN. No.

Prof. HOLMAN. That is not owned by the company, but by individuals?

Mr. GREEN. Yes, sir.

Prof. HOLMAN. Are they the same individuals who are connected with the Coleman-Fulton Pasture Co.?

Mr. GREEN. No, sir.

Prof. HOLMAN. Are you interested in it?

Mr. GREEN. Yes, sir.

Prof. HOLMAN. Is Mr. Charles P. Taft interested in that bank?

Mr. GREEN. No, sir.

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Prof. HOLMAN. Is the First National Bank at Gregory connected with the company at all?

Mr. GREEN. No, sir.

Prof. HOLMAN. You are interested in it?

Mr. GREEN. Small interest.

Prof. HOLMAN. Is Mr. Charles P. Taft interested in it?

Mr. GREEN. No, sir.

Prof. HOLMAN. Is the packing house a part of the oil mill corporation?

Mr. GREEN. No, sir.

Prof. HOLMAN. Is that a separate corporation?

Mr. GREEN. It belongs to the Coleman-Fulton Pasture Co.

Prof. HOLMAN. Mr. Green, we heard some statement made on the Taft ranch that the use of the coupon-book system was for the purpose of concentrating the trade of the people on your place to your stores and to prevent trade with competitive stores. Would you make a statement in answer to that suggestion?

Mr. GREEN. Well, as I said to the chairman, I covered all that thing when I stated to him.

Chairman WALSH. You gave all the reasons that you knew?

Mr. GREEN. Yes, sir; I don't know much about it.

Prof. HOLMAN. Can you tell us something about this: That during the last presidential election one of our investigators pointed out that the town of Taft went for President Taft. Is that the only town in that county that did that?

Mr. GREEN. No; there was one county went solid for him. I don't know of anything else of that kind in the State.

Prof. HOLMAN. Are any of your relatives on the ranch or near the ranch peace officers?

Mr. GREEN. Yes.

Chairman WALSH. To what extent?

Mr. GREEN. Why, he is a deputy sheriff. He was a constable, and I told him I believed he had better not rent. And when I took charge of the ranch about half of our officers—half of the county officers—were employed by the company, and my predecessor was a commissioner; and I refused to accept the appointment when they offered it to me. And I notified all my men that whenever a man became a candidate for office of any kind his time would stop; that I expected to allow the county to run its business as it pleased. And since then we have had no company officers.

Chairman WALSH. What is the population of your county?

Mr. GREEN. About 4,000.

Chairman WALSH. About 4,000?

Mr. GREEN. Yes.

Prof. HOLMAN. Of the county?

Mr. GREEN. Possibly more.

Prof. HOLMAN. On the place, 4,000?

Mr. GREEN. No.

Prof. HOLMAN. The whole county?

Mr. GREEN. Yes.

Chairman WALSH. What is the largest town in the county?

Mr. GREEN. Sinton.

Chairman WALSH. How many people are in Sinton?

Mr. GREEN. I think about—it is claimed about 1,200 or 1,000; something like that.

Chairman WALSH. That is all. Thank you. You will be finally excused.

Mr. Lewis.

TESTIMONY OF MR. W. D. LEWIS.

Chairman WALSH. What is your name, please?

Mr. LEWIS. W. D. Lewis.

Chairman WALSH. And your business, please?

Mr. LEWIS. At the time being I am president of the Farmers' Educational and Cooperative Union of Texas.

Chairman WALSH. A farmers' union?

Mr. LEWIS. Yes.

Chairman WALSH. Where do you reside

Mr. LEWIS. My residence is in Topsey, Coryell County.

Chairman WALSH. Would you be kind enough to just sketch your activities, what your activities have been?

Mr. LEWIS. Yes.

Chairman WALSH. As you have heard the other witnesses asked?

Mr. LEWIS. Yes. I am a native Texan; born on the farm; and am still a farmer, and I am proud of the profession. I have been engaged constantly since my years of maturity, as a farmer, with the exception possibly of about two years, when I was connected with a newspaper as its editor. That particular service required three days of each week as editor of the newspaper, and the other three I devoted to riding a cultivator upon a farm.

Chairman WALSH. Where is your farm located?

Mr. LEWIS. In Coryell County.

Chairman WALSH. How many acres have you?

Mr. LEWIS. I have 200 acres.

Chairman WALSH. And you farm there yourself, farm that yourself, do you?

Mr. LEWIS. My son is manager for the time being, operating the farm.

Chairman WALSH. You are running it?

Mr. LEWIS. Indeed, yes, sir; and stock raising in connection with it.

Chairman WALSH. What is the organization or purpose of the farmers' union, please, Mr. Lewis?

Mr. LEWIS. The purpose? [Reading:]

"Declaration of purposes:

"1. This institution is based upon the principles of equity, justice, and the Golden Rule."

The following are among its declared purposes:

"2. To discourage the mortgage and credit systems.

"3. To assist members in buying and selling.

"4. To educate agricultural classes in the science of agriculture.

"5. To strive constantly for harmony and good will among all mankind, and to especially cultivate fraternity—brotherly love—among members of the union.

"6. To demand a rigid enforcement of law for suppression of vice and immorality.

"7. To advance our membership in a correct knowledge of political economy without in any sense permitting the discussion of partisan politics or partyism."

These, sir, are the purposes of the organization.

Chairman WALSH. What is the numerical strength of the organization?

Mr. LEWIS. Mr. Chairman, that question and one or two others connected with it are of that character, being a secret organization, that I am not at liberty to make public.

Chairman WALSH. It is a secret organization?

Mr. LEWIS. Yes; it is a secret organization.

Chairman WALSH. Where are the headquarters?

Mr. LEWIS. The headquarters of the Texas division is at Fort Worth.

Chairman WALSH. How many officers are there?

Mr. LEWIS. There are 12 officers connected with the State department.

Chairman WALSH. Run through the list, please, as to who the officers are.

Mr. LEWIS. Five of the executive committee, the president, vice president, the secretary-treasurer, general lecturer and organizer, chaplain, conductor, and doorkeeper.

Chairman WALSH. What is the method of financing the organization?

Mr. LEWIS. It is financed by the sale of its charters to local organizations, and in addition to that there is an initiation fee of \$1 which, in addition to that, there is 25 cents for each three months of the calendar year, paid by the male membership as dues.

Chairman WALSH. Are ladies and gentlemen both entitled to belong to it?

Mr. LEWIS. Yes; but there is no dues required of the lady membership.

Chairman WALSH. Have you a copy of the constitution and by-laws there?

Mr. LEWIS. I have; yes.

Chairman WALSH. Would you please let us have it?

Mr. LEWIS. Indeed I will; it is a pleasure to me, sir.

(The pamphlet referred to, entitled "Constitution and By-Laws of the Farmers' Educational and Cooperative Union of Texas, 1914," was submitted in printed form.)

Chairman WALSH. Has it any relation to the Texas Commercial Secretaries' organization?

Mr. LEWIS. No.

Chairman WALSH. Has it any relation to the Texas Commercial Secretaries' Organization?

Mr. LEWIS. No, sir.

Chairman WALSH. Does the membership consist of farm owners and farmers, and renters, as well?

Mr. LEWIS. Anybody; yes, sir.

Chairman WALSH. What would be the proportion of membership?

Mr. LEWIS. Well, there is no provision in relation to our membership to distinguish specifically between renters and the actual home owner, for the reason that we consider the renter a farmer. But taking the census report, it would be reasonable to suppose that since there are 417,000 farmers in the State, 219,000 of whom are tenants, therefore it would figure about 50 per cent tenants that belong to that organization.

Chairman WALSH. What are the qualifications for membership? It may be in that constitution, but if you can sketch it briefly, just do so.

Mr. LEWIS. All right. I can do that, Mr. Chairman. A man must be an actual farmer, live on his farm. He shall believe in the existence of a Supreme Being—those are the main qualifications.

Chairman WALSH. What is the policy of the organization toward land prices and rental values, and so forth, if it has any?

Mr. LEWIS. The policy of the organization on the tenant question, viewed from a business standpoint, would appeal to the average intelligent farmer just as it would to the renter in one of these city houses in which to conduct a commercial business. That in proportion to the advance of his rental as a privilege of doing business he would necessarily have to acquire and demand a larger margin of profit in order, you understand, to be able to pay an advance in his rents; to not take into consideration that question would therefore result in his bankruptcy. I believe we all made a mistake; men often do; we are all the sons of Adam. I think one of the most fatal mistakes made in the discussion of this tenant question is to make the distinction between tenant and farmer. They are farmers. And I do not want to be put in that attitude, nor does my organization make any distinction. Whatever inures to the advantage of a tenant will correspondingly be to the benefit of a home owner, and vice versa, except as it applies to the tenant affecting the possibility of him ever owning a home, then it becomes a different question. The agricultural interest of the country and its relation to the well-being of every legitimate business interest in it is, as I see, a far more serious problem than some whom I have heard give evidence on this question believe it to be. For that reason, that the farmers are the only basis upon which the burden rests of the payment of the vast bonded indebtedness of this country and its credit system, these school bonds and the road bonds and the county bonds and the municipal bonds and the State and National bonds, besides the railroad bonded indebtedness of this country, are all entirely dependent upon the question as to the ability of the farmer to pay. I only cite this, Mr. Chairman, to rise, to try to impress the importance of the question of the farmer and his relation to the well-being to this grand, glorious country of ours.

Now, the tenant question; I heard one distinguished gentleman here, and he is a jurist, and I wish to God there were more philanthropists discussing the tenant question as one isolated landowner. I wish there were more like him. But I am sorry to say that that was an isolated case. And again I want to say as the representative, as the member, not only of the farmers of this country and every other interest, sincere legitimate business interests, and it is a little remarkable that that gentleman as an isolated philanthropist should have acquired 75 more fools and irresponsible, disreputable citizens as his tenants. The tenant of this State is as patriotic, Mr. Chairman, and he is as intelligent, as any landlord in it, take the average. There are, however, among the tenants and the farmers the same per cent of no-goods, if you will pardon the expression, of disreputables as there is among the legal fraternity and among the doctors and bankers and merchants or any other vocation.

Gentlemen and Mr. Chairman, I want to say, and I say it sincerely, and I say it as a representative of the patriotic farmers of Texas, and upon whose backs rests the payments of all the debts of this country, upon the products of whose labor is dependent as to the canceling of the load of this country, their repudiation. They are not extravagant, but there is, if they were to follow the course that the business world of this country has followed in the dark hours of toll and discouragement, they would have done as the business world done long since, taken the bankruptcy law. But they are standing by their guns. We

hope through this organization to convince, certainly to appeal, to the patriotic business interests of this country, that the farmer, the mudsill of civilization, will have to be made prosperous, will have to be allowed to operate or declare a dividend like other business interests upon industries as investors.

This organization, gentlemen, is fighting no legitimate business interests. We consider them as essential to our civilization as we are, as the predecessors, and we have got a common interest.

Now, it is perfectly natural, Mr. Chairman, it is perfectly natural for men to lose sight of anyone else's interest but their own. We are prone to selfishness. I want to say that in more than the 4,000 schoolhouses in which these precepts are taught of this organization men with their wives and their sons and daughters attend at least once a month, studying these economic questions. They come to the conclusion, Mr. Chairman, that farming and the agricultural interests upon which the destiny of our public institutions rest—it is upon which our Government itself rests—is not charitable or a moral question, but is an economical one.

We have gone into the discussion why the Federal Government in times of depression in the financial world will come to the rescue of one class of its citizenship and give them its great credit and even furnish the manufacturers of whisky and carry their certificates for whisky until it gets old enough and mellow enough to create a thirst in the throats of thousands—not alone farmers, less farmers than any other profession in this country—and carry it for them. And when the time comes that when the necessity of the farmer as a result of the pressure of his creditor shall protest upon his little penury cash account, or the debt available to raise it, the necessity of his creditor and his sympathy for his indulgence, when that pressure is brought to bear on the farmer, regardless of the price, I want to say, Mr. Chairman, that it is that sort of patriotism on the part of the farmer that is taken advantage of by the creditor and that system has got to be changed.

So don't none of you gentlemen, and especially you jurists of this country, get the idea I am a Socialist. No, sir. It has got to be changed, to relieve the farmer of the necessity when the creditor comes and says, "Jim" or "Tom, I have been good to you. I have got to have it." The manipulator of the cotton market of this country takes advantage of that knowledge. The farmers dump their cotton all at once. And, gentlemen, it has the same effect on the agricultural interests of this State and a nation that a run has on a bank, and you gentlemen know the result, don't you? The only remarkable thing to me is that the farmers have not been sent to the wall and been declared bankrupt. The reason is they have got more integrity than some of the business men who taken it have.

We have been studying all of these questions. We have hoped to be able, Mr. Chairman, to mold the public sentiment in this country that will appeal to the patriotic citizenship of Texas and of the South to a realization that the farmer is the mudsill of our civilization, and upon his prosperity depends the perpetuity of our institutions.

Now, I hope you will pardon me. I have spoken with more feeling than I ought, perhaps.

Chairman WALSH. That is all right.

Mr. LEWIS. I want to tell you gentlemen I am glad this Government of ours has seen fit to go into a discussion of this question. God bless the tenants of this country, their wives, and the children. I say for the paid membership of this organization in the little schoolhouses, I want to remind the smart Alecks and those who are criticizing the efforts of my humble citizen to help improve the condition of this country, that it is as the Declaration of Independence that was declared in township meetings back in the colonial days, and there was never a reform brought about, or never has been a religious or political reform brought about, that it did emanate from the mudsill policy.

Now, the only solution of this question is that you make the investigation that you have set out, and I am truly glad that we have interested the Federal Government, and that we have interested our own State government, and that we have interested every thoughtful newspaper and every thoughtful business man in the State as to the importance of what was first considered a foolish, idiotic idea of the farmer, systematically and gradually marketing his cotton crop here in the South.

In order to do so we necessarily have to have money advanced to us at a time when our creditors, our doctors, our preachers, our merchants, or other legitimate creditors would go to the wall if we did not pay. We wanted to

inaugurate a system, a warehouse system, and we wanted the validity of the warehouse receipt like a whisky receipt is validated. And we have got to have the fraternalism and all that. The Bankers' Association of Texas, God bless them, some of them are big-hearted, noble men in those banks. Possibly if I had been raised with a silver spoon in my mouth, and possibly had I had the environments that they have, I would be riding upon the backs of the industries of this country to-day. If this Federal Government can come to their assistance, and extend to them that Government prerogative of issuing money and allowing them to take a merchantable farm product and loan it at a rate of interest it has developed in its investigation it will do a great work. It would not be boasting too much to say we will never stop until we get some means that will give a just, logical, and reasonable way of getting that sort of assistance.

Now, this farmers' union is the biggest thing in Texas. The politicians may persecute it in saying that it is under domination of certain interests. I have had lies enough told on me to absolutely have me crucified.

You know what resulted in the crucifixion of the lowly Nazarene. It was not what He was guilty of, but what the mob said about Him.

I find a solace in the attack made on the organization by the press. Mr. Chairman, you are not of Texas. I was born here, and am indigenous, but I want to say that this scurrilous press, this disreputable press, is completely under the domination of politicians, who are trying to prejudice the people with a view of preventing them from accomplishing anything to emancipate the farmers. Now, the daily press is a responsible press, and they have never indulged in that sort of a campaign and have not said we were connected with the Commercial Secretaries. This other contemptible press is guilty of libel, but if we were to sue them for libel, it would be like suing a pauper and catching a louse. Now, that is the sort of a campaign that has been going on.

You have to provide homes for the people, and the perpetuity of this Government rests on the homes of its members.

Now, unless the farmer can make a fair margin of profit on the sale of the products of his farm, so that he can lay by some competency, the renters of this State will all move to town, and you will just have to throw up the sponge, Mr. Speculator, because your business has gone to the devil, and you will have to get out and make your living.

That is just as serious as this question is. The question is not a moral question; the tenant is not dependent upon the capitalist—he does not want to be—but he wants an opportunity to sell the product of his labor for a price more than he is now making out of it, and he will never stop until he gains that point.

Mr. Reporter, I wish you could get a part of that, anyhow.

Mr. Chairman, I was asked with reference to another question, that I have the documentary evidence on, and that is the relation of the farmers' union with the Commercial Secretaries with reference to its publicity department. I want to say that it has no connection; here is a prospectus of the Farmers' Educational & Cooperative Union of America, issued by its publicity service. It has been handed to the press. Now, it has been asked where we get all this money to flood this country with a lot of "dangerous, anarchistic literature." Now, I want to say that I will give any man \$500, and I can borrow it, that will show one place that we have ever advised a man to vote—one thing we ever advised a man to vote for, or one thing that we ever advised him to do, except to work to put himself on a plane of intelligent discussion of the agricultural question. [Reading:]

"To the Press: On behalf of the organized farmers of the Nation, we desire to extend to the press our sincere thanks for the cooperation given in our news and plate service and to announce that we will begin January 15 offering to the press each week a special feature service on industrial subjects from the pen of the most able writers of the Nation. We solicit your advice and counsel in keeping the service to the highest possible degree of efficiency. The following pages will give you a general outline of the service.

"We are asking those who are able and willing to assist in the work to make contributions, supplementing the funds of the farmers' union, which are insufficient to give you the efficient service we desire.

"The following letter, which is self-explanatory, is being sent to prospective contributors:

"The Farmers' Educational & Cooperative Union of America invites your cooperation in advancing the interests of agriculture throughout the Nation.

The union is organized in 27 States and has a membership of approximately 6,000,000 plowmen. Its slogan is education and cooperation. We solicit financial contributions from those interested in the betterment of agriculture, to be used in supplementing the educational and organization work of the union under the direction of the publicity department of the Farmers' Educational & Cooperative Union of America.

"The educational work contemplates, to the extent of our financial ability, a free weekly news service, a monthly plate service, a weekly feature service to the national press, and the dissemination of information through pamphlets and by lecturers. In addition to the officers of the farmers' union, we have on our staff some of the most distinguished writers of the Nation, who are contributing their talent through our service to the cause of agriculture, free of charge.

"The discussions will deal with the problems of agriculture and related industries from the scientific, economic, and business standpoint, and will encourage cooperation between all classes of people and all lines of industry. We shall especially deal with the problems of production, marketing, rural credits, transportation, and kindred subjects, and we will squarely face every economic issue that bears directly or indirectly upon the business of agricultural and rural life, and we shall in every instance promote and protect the interests of the men who feed and clothe the world.

"The organization work comprehends the organization of farmers into local units."

I want to say, Mr. Chairman, what is meant by "local units." The constitution provides that no local unit can be organized with less than 15 members; it provides that they may be in every community 5 miles square throughout America. The limit of 15 is only charter members. Every other man has to undergo a rigid examination, and must show that he is moral, upright, conscientious, God-fearing, and debt paying, wife supporting, and a farmer of Texas. [Continues reading:]

"The organization work comprehends the organization of farmers into local units in unorganized sections for the purpose of educating the members in scientific agriculture, cooperative methods in marketing, and to make the business of farming more remunerative and farm life more attractive. A staff of able speakers, right from the plow handles, who know agriculture as only the men who plow can know it, will do the organization work.

"The farmers of the South have suffered a loss of \$400,000,000 on the present cotton crop, which could have been avoided with proper organization of the farmer and cooperation with the banking and business interests. Money loaned on agriculture pays a rate of interest greatly in excess of that of other lines of industry. Organization and a system of rural credits will give the farmer cheap money. The farmer can neither help himself nor be helped by others until he organizes."

(At this point the witness submitted in printed form a prospectus entitled "Farmers' Union Publicity Service," issued by the Farmers' Educational & Cooperative Union of America.)

Now, the bureau of Federal statistics, known as Commerce and Labor—I was surprised that the jurist who was on the stand did not seem to be as well posted on the conditions as a man of his reputation should be as to the question of what the average farmer earns; the Government statistics show that it is the pitiful sum of \$400.

Now, that is the problem that is being discussed in these unions. We sell annually more than one-half a billion dollars' worth of a commodity that civilization would perish without, and when we consider the people who raise this commodity make on an average only \$400 income, and that they, the yeomanry of this country, have to fight for that and pay for the raising of their children out of it, and pay the preacher and support the church and build the roads and pay the taxes, it seems to me that the country at least ought to be able to consider its importance and do something to relieve them from the condition they are in.

Chairman WALSH. Has your union adopted a definite policy as to how to make the cotton productive?

Mr. Lewis. Yes, sir.

Chairman WALSH. Please tell us what it is.

Mr. Lewis. Its policy is the establishment of warehouses recognized under the law in which cotton may be stored. So that the farmer at the time when

the market—like any other business man—when the market fluctuates below the cost of the production, rather than for him to sell it under those conditions, for the relief of his creditor, he gets a certificate issued, recognized by the law and just as safe as that of the whisky distiller, and which he can take and go to his bank and get his money at a reasonable rate of interest.

No business can pay 10 per cent and live, unless it is engaged in piracy, and it has to be pretty lucky at that; that he can get his money at a reasonable rate of interest with these certificates as collateral, as other business men, in the other lines with which he has to compete, and so that he will not be forced to sell his cotton too low.

The farmers and the bankers of the South and the merchants of the South have been playing a game for 20 years; it is known here as the thimble-rig game; that is the kind of conditions under which the farmer has been working.

Now, we want to raise the general average. Under the present conditions it is impossible for the farmer to make any progress, or get any more for his cotton, and the proposed system would relieve that condition. When those certificates are issued to the farmer he can use them as collateral, so that he can pay off his doctor and his merchant and his butchers. The farmer is as much in need of money in these times as the city gentleman. Now, that is the purpose of the warehouse system.

The farmers, under that system, either Federal or State—we made an effort to get that principle recognized by Congress recently and we were told the Government could not afford to endanger or hazard the inflation of the currency. These questions have been discussed, and I hope it is not sinning against the Holy Ghost, and, if it is, we are going to continue to sin against the Holy Ghost.

Chairman WALSH. Has your union, Mr. Lewis, adopted any policy toward co-operation, so far as credits are concerned, and trading?

Mr. LEWIS. Yes, sir; our organization has adopted in many instances, co-operation, as it has through which it buys by wholesale.

Chairman WALSH. It favors that policy as a whole?

Mr. LEWIS. Yes, sir.

Chairman WALSH. And as to credits?

Mr. LEWIS. It has in many instances where there was a tenant or renter who had to mortgage his cotton—rather than to market it the union got together and took his note and let him have the cash so that he could compete the same as other folks.

Chairman WALSH. So they believe that is a sound principle?

Mr. LEWIS. Yes, sir; as a cash business. And I want to say, Mr. Chairman, and I hope I won't be considered as trying to advertise the farmers' union, but the localities in which the farmers have stood together collectively—in those localities there are less chattel mortgages than in others; in those localities they are diversified, raising their own supplies, and have been.

A farmer that has kept up with this organization for the period of 12 years of its existence and its teaching of its scientific methods of farming has no advantage over those mentioned by that jurist who are on his 5,000 acres; the conditions are quite different.

Now, if the margin of profit to be derived out of a legitimate business is the key to its success, I want to say that there is no line of reasoning that would restrict that from applying to farming. A business can not be done at a loss, and the farmer is the only man on the face of the earth that can conduct his business under that system and stay in it. That is the result of the condition spoken of here on the tenant question. The reason for the present condition of the farmers is that for a series of years they have been conducting their business at a loss. That will apply also to the banking business, only it would bring about results much quicker in that case; it will apply to the attorneys at law; it will apply to our colleagues, or to any line of business, anywhere. It is fatal.

I think it is wrong, Mr. Chairman, for us to attempt to cure a disease with sympathy or with trying to hide the real facts, not that I am accusing anyone of trying to hide the facts, or of evading the real facts, and trying to make the issue a moral one instead of an economic one. If they do they will be that much longer in meeting the question.

Now, Mr. Chairman, I would be glad to answer any other questions that you may want to ask.

Chairman WALSH. As to the method of organization, I judge you have given attention to these matters of which you have spoken, covering a period of many years?

Mr. LEWIS. Yes; 12 years.

Chairman WALSH. And prior to that time had you given the economic subjects some thought?

Mr. LEWIS. Considering my limited ability as a farmer, I have been giving these questions some special observation.

Chairman WALSH. Now, this paper you mentioned was a farm paper?

Mr. LEWIS. It was a paper of general news, but it was a farm paper. I had considerable competition; there were 13 papers in the county, and I had the distinction of having the most widely circulated one.

Chairman WALSH. I noticed you stated in answer to one of my questions that this was a secret organization?

Mr. LEWIS. Yes.

Chairman WALSH. Explain why it is secret.

Mr. LEWIS. The matter of statistics is one reason. Now, for instance, we keep within our own confines the condition of crops, the real condition of crops. We keep the outside world from knowing the real advantages we are obtaining cooperatively among ourselves, and the paramount reason for that is that some wolf in sheep's clothing in the interest of some demagogue of a politician shall not get in there, because he is not eligible; they have to pass through a rigid examination as to qualifications. It is strictly an agricultural organization.

Chairman WALSH. Would you have any objection to stating whether, as a whole, the organization is growing?

Mr. LEWIS. It is growing.

Chairman WALSH. Has it been growing from its inception?

Mr. LEWIS. Yes, sir; a gradual growth; except we have gone through a period in this State of inactivity or apathy on account of the war conditions, and there has been considerable gloom, and the farmers have not been as enthusiastic.

And then there was another period, in 1907, when we put on a movement. The farmers had for three previous years advanced the price of cotton under the holdings movement, and then the crisis came and became so acute and there was a panic in this country.

This organization is like our churches and fraternal organizations and it has periods of enthusiasm; but the barometer of this organization, its real membership, is determined by its fees and dues, and we are in a normal condition and, in fact, growing.

Commissioner LENNON. Is your organization the one of which Charles S. Barrett, of Georgia, is president?

Mr. LEWIS. Yes.

Chairman WALSH. Is there something else that occurs to you, Mr. Lewis, that you have not been asked about?

Mr. LEWIS. I would be glad if we could take a broadgauge view of the situation and see if we can not arrive at the reasons therefor of the deplorable condition among farmers, and the great hazards incidental thereto to the investments of the country, and see if we can not get at the cause of it, and see if the Farmers' Educational & Cooperative Union of America is correct in attributing it to the small margin of farm profits as applied to the South. I think we ought to, and that this Nation is big enough and that it will become aroused to the great interests of the farmers of this Nation, and instead of the condition of the farmer being a joke and he being considered a happy-go-lucky sort of a fellow who gets through anyhow, whether he makes any profits or not—I think this Government is big enough and broadgauge enough to consider it as an economical question and place it upon the plane of any other business and thus insure its success.

Chairman WALSH. That is all, thank you, Mr. Lewis.

I might make the announcement that was made at the beginning of our hearing, and I would like to make it, as far as possible, through the press, that we said we would receive suggestions from those unable to attend as witnesses. I will say that we have received a vast number of suggestions from all over the State of Texas, many of them being very valuable, and from all viewpoints. The commission will place those in the hands of its experts and have them digested, and all will be gathered together and placed in our records; and if there are any further suggestions to be made they can be addressed to the headquarters of the commission at 665 Transportation Building, Chicago, Ill.

We wish to thank you for the cooperation we have received from you at this hearing, and I now wish to state that this hearing is adjourned.

Thereupon, at 5 o'clock, Saturday, March 20, 1915, the commission, at Dallas, Tex., adjourned sine die.

ADDITIONAL STATEMENT OF MR. JOSEPH M. MCCARVER.

[Stiles, Denison & Co., general merchandise.]

ANNONA, TEX., March 22, 1915.

UNITED STATES COMMISSION ON INDUSTRIAL RELATIONS.

643 Transportation Building, Chicago, Ill.

2. GENTLEMEN: Having appeared before you as a witness concerning rural credits as related to the tenant question, and while there becoming interested in the question in a general way, I am now taking advantage of the invitation given at the close of the hearing by Mr. Walsh, of your committee, to make suggestions, which suggestion I refrained from making there, because of the fact that your time was limited, and it seemed to me that too many witnesses were taking advantage of the opportunity afforded to advertise their hobbies and political aspirations.

First, I submit that the most substantial improvement that can be made in a people of any class is made by education, and taking education as a basis of argument I would suggest that you take a bright, energetic boy from each community, or say two from a county (more if possible). Take them from renters or even share croppers—the lower the family in the scale the stronger will be the impression on the tenantry—and teach him in some good farm school the importance of industry, home owning, economy, frugality, soil culture, etc.; after which (provided he is bright and capable) I suggest that you return him to his own people, there to take charge of and develop a demonstration farm on a small scale. He in turn can teach the people among whom he was raised the lessons he himself has learned. This, in my judgment, will imbue them with confidence in the sincerity of the Government in its efforts to help them, and from observation I find that once you have gained their confidence and inspired them with hope, coupled with a working knowledge of the problem, they themselves will work out their own economic tangles. I grant you that this means a long time, but any lasting improvement you make in their condition will require the expenditure of much time and effort.

Now, gentlemen, I as a credit merchant come in direct contact with these people every day, and since they carry our goods away without the cash I naturally watch them and try hard to detect every sign in their lives that points to advancement or retrogression, and I know from personal experience that if you give them just a fairly good term or two in our meager country schools that their ability to meet their obligations quickly becomes more apparent. And I see them, these share-crop families, where a son or a daughter has persevered and gained sufficient education to teach a country school or obtained a position in a store, or I have seen them reach a position in a small bank; then they would begin to look out for them a small home, buy it, pay for it, and make a fairly good living as good, substantial farmers. Not only the lucky or more proficient member of the family but the whole family would take hope and develop courage, and with careful management and the added insight to the business world and its ways, some of them have attained to high honors. For example, a young man of our county who obtained his education in the public schools, and whose father still lives in this county and was a renter—this young man now makes his home in New York and is counsel for the Standard Oil people. The man of whom I speak is Judge A. L. Beatty. Of course, the progress made by him has not been made as a farmer, but I only mention this case to prove a point, which point is that they are not an inferior people, mentally speaking, and it is well known that they are superior physically. Therefore, lack of training is all that is holding them back, and if this Government wants to help them, why not help them by a course of training. Then they will be equal to your large landowners in point of mentality, his superior in point of physical ability and endurance, and you know that greed alone, or even greed coupled with cunning, can not for long withhold from intelligence and training that which rightfully belongs to it.

Some such plan as I have outlined, it seems to me, would in a few years, and a few years only, give them the knowledge, strength, and courage that will alone make them a stable, intelligent, industrious, home-owning, and home-loving people.

Very respectfully,

JOE M. MCCARVER.

STATEMENT OF MR. W. D. HALEY.

BLOOMINGTON, TEX., March 28, 1915.

Mr. WALSH,
Chairman United States Commission Industrial Relations.

DEAR SIR: I read all your testimony in your investigation at Dallas, and am inclosing a contract that our landlord wanted eight renters to sign, but we were organized and did not sign. He has two renters furnishing good teams and tools and working on the halves; I am working on thirds and fourths. I have two good teams and tools, all paid for, but can't get one dollar. Our landlord will let me have feed if I will mortgage him a team, but I have worked hard to put up my land, and now I have no feed, and he will not let me have one ear of corn. Landers is our landlord's name, and he is connected with the First National Bank at Victoria, Tex., and the United States deposits money there, but we can't get a dollar.

I suggest a graduated land tax and direct loans from the Government; Government boats to take cotton to Europe for the farmer. I am a renter, but I know what would be good for a renter, for I have heard many hundreds say what they would like to see. So I send you the contract Landers wanted us to sign; but you see we did not, and if you want any affidavits for conditions of the renters, I will gladly send them.

I believe in your work. Thousands on top of thousands are watching, and all believe in Mr. Walsh's good work.

Yours, very truly,

W. D. HALEY.

P. S.—Would like to know if this contract was read, and your opinion, for I am a renter and always a voter. This is the original contract; furthermore, Mr. Landers wanted me to work on the halves and furnish my teams and tools.

Now, if you want to retain this contract for future reference, you can keep it, but if you do not need it, please send it back, for I want to use it again for publication. I do hope your commission will do a world of good for the poor.

THE STATE OF TEXAS, *County of Victoria:*

This lease contract made this _____ day of _____, A. D. 19—, between F. B. and O. M. Lander, of Victoria County, Texas, parties of the first part, and _____, of said county and State, party of the second part, witnesseth:

(1) Parties of the first part, hereinafter called lessors, have this day leased and let unto the said _____, party of the second part, hereinafter called lessee, _____ acres of land in Victoria County, Texas, comprising farm lot No. — of the F. B. and O. M. Lander farm near Placedo, according to the plat of same made by L. A. Guerlinger, civil engineer, from the — day of _____, 191—, to the 15th day of November, 191—, for farming purposes.

(2) Lessee agrees and binds himself to plant _____ acres of cotton, the balance of said land to be planted in feed stuff, and he agrees to break said land and cultivate it in a first-class farm-like manner.

(3) At any time during the season should lessee fail to have said farm and crop in such a state of cultivation as is required by lessors, then the latter shall have the right, at their option, to employ such additional labor as is necessary for the proper cultivation and harvesting of said crop, the extra cost to be charged to the lessee as an advance, and paid by lessee to lessors out of lessee's share of said crop.

(4) The consideration to be paid by lessee to lessors for this lease is one-fourth (1/4) of all cotton and by-products and all other crops, or five (5) dollars an acre where lessors does not receive their share of the crop raised on said land, all of which is payable when the crop is harvested.

(5) Lessee agrees to harvest the crop at his own expense at the time and in the manner fixed by lessors, and to deliver to the lessors their 1/4 of the cotton at the gin to be designated by lessors, their 1/4 of the corn and other feed crops to be delivered to any barn to be designated on the farm; all without cost or expense to the latter. When the cotton is baled it shall be sold under the directions of the lessors, the total expense of ginning to be deducted and then the net proceeds divided between the parties hereto in the proportion of 1/4 to the lessors and 3/4 to the lessee. Provided, however, that before the

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lessee shall be entitled to receive any such proceeds you shall first make settlement with lessors for any and all supplies and advances made to him.

(6) The lessee shall not sublet said premises nor any portion thereof, nor make any sale or assignment, pledge or mortgage of any interest in said crop whatever, without the written consent of the lessors, and any attempt to do so may, at the option of the lessors, cancel and annul this lease and work a forfeiture of lessee's interest in said crop to lessors.

(7) The lessors shall be in no manner obligated to furnish lessee with supplies, teams, or implements, but the same shall be provided by the lessee; but should the lessors see fit to make any advances for supplies, or to become surety for said lessee in obtaining any of them, the amount so advanced or secured shall and is hereby declared to be secured by a lien on the crop of the said lessee.

(8) In the consideration of the sum of one dollar cash to lessee in hand paid by lessors, the receipt of which is hereby acknowledged and confessed, lessee has and by these presents does grant, sell, and convey and mortgage to lessors, their successors and assigns, lessee's entire crop to be planted and grown by lessee during the period of this contract on the above-described land, to have and to hold the same unto lessors, their successors and assigns forever; which conveyance shall be void, nevertheless, upon lessees complying with all the terms of this contract and paying to lessors all sums of money due them or secured by them.

Witness our hand in duplicate, original, this — day of —, A. D., 191—.

[Lessors.]

Parties of the first part.

[Lessee.]

Party of the second part.

Witnesses: ————

KANSAS CITY, Mo., April 2, 1915.

MR. W. D. HALEY, *Bloomington, Tex.*

MY DEAR SIR: Your favor of the 28th ultimo, containing copy of proposed contract with F. B. and O. M. Lander, of Victoria County, Tex., was duly received. Your letter, as well as the form of contract, is very interesting, indeed.

You state in your letter that your landlord submitted this contract to eight renters to sign, but that you were organized, and refused to do so. I wish that you would let me know what the form of your organization was and the result of your refusal to sign the contract; also whether yourself or any of the other seven renters were already on the land.

I am impressed with the concise and intelligent manner in which you have presented your views, and if it is not asking too much I wish that you would write me a statement of your experience as a farmer since you became of age, whether as landowner or tenant; also a brief report as to the history of the other seven tenants referred to. I will make your letter and the proposed leases a part of the record of the Texas hearings of the commission.

I thank you for your contribution to our work. All communications should be addressed to 643 Transportation Building, Chicago, Ill.

Respectfully, yours,

—————, *Chairman.*

BLOOMINGTON, TEX., April 9, 1915.

MR. FRANK P. WALSH.

MY DEAR SIR: Your letter to hand, contents carefully noted. Will say in regard to same that we were all on Mr. Lander's land when he presented the contract, but we all knew he had contracts. He said, though, when we rented, that there was nothing to the contract—meant it did not amount to much—so your see whether it amounts to anything or not.

Every renter was at my house on Sunday evening, the 2d of January, after the first contract was presented to Mr. Hutton, renter, and we had his contract, and all of us read it and tried to understand it, and we all said to a man that we would move before we would sign it.

I was raised on the farm, but have been farming for myself about 12 years. I have a little place in Bloomington, Tex., cost me \$600; two teams worth \$500; one Jersey cow, \$50; have enough in house to make out; all paid for; and one team mortgaged at Victoria National Bank for \$37—a team, one black horse mule, 4 years old, I gave \$150, and a horse, bay, 4 years old, worth \$100; and had to beg them to run it over from last year; here the high water ruined our crop.

Now in regard to my neighbor renter; Mr. Suits has two good teams, two milch cows; in debt; team mortgaged; hard worker; good citizen.

Mr. Rogers, a good man; good worker; behind on last year's grocery account; team mortgaged; has no cow; and a good citizen. Now, these two men have their tools and teams, are working on the halves and furnishing teams and tools; and Mr. Lander gets the place back from Mr. Rogers this fall if he (Rogers) can't sell it. Last year Mr. Rogers bought the 100 acres; paid down \$1,500; was to pay \$75 per acre.

Mr. Fitzpatrick brothers; two hard-working men, working on halves; in debt to landlord; good men.

Mr. Hutton is next, working on the thirds and fourths; has two teams and tools; last year made 8 B. C.; he got \$190 for his part of it; a good neighbor and citizen; good worker.

Mr. Smith is working on halves; in debt from last year; he is also a good man and worker.

I like my neighbors and we will tell a part of our troubles to one another.

Now for myself; my place in town, \$600; team, \$500; cow, \$50; makes \$1,150; but the way times are now, won't bring that.

I have been eight years saving up to buy what little I have, and now I have had one what I call a Sunday suit of clothes in eight years. I have done without, and to-day we can not go to church or Sunday school on the account of not having shoes suitable to wear. I don't drink or gamble; living on bread and butter, a few eggs, a little meat once in awhile; work every day, and working my teams one one-half day, and change to the other on very short grass; been three weeks since I gave them a bite of grain. But still Mr. Lander sits in the First National Bank Building, dressed fine; can use money he gets from the Government at 3 per cent; even they deposit Government funds there. It is not right, Mr. Walsh. Now Mr. Rogers brothers, Mr. Suits, Mr. Fitzpatrick brothers, Mr. Hutton, Mr. Smith, they can tell you who I am; I am their neighbor.

Yours, truly,

W. D. HALEY.

P. S.—Now, we had an immense amount of rain here last year. I got 1 B. C., 420 pounds, brought me \$26, from the cotton buyer. Now, I owed \$53 to Victoria National Bank; they had to have \$20. If the Government had furnished a foreign market for cotton, I probably would have gotten enough to pay the \$53, and had a few dollars left. Where has the workingman's credit gone to? Merchants will not credit no one. Why should people be that way, knowing we will all have to die and leave everything. Let the man that works live.

MAY 4, 1915.

Mr. W. D. HALEY, *Bloomington, Tex.*

MY DEAR SIR: The chairman of this commission, Mr. Frank P. Walsh, wrote you under date of April 2 asking you to furnish a statement of your experience as a farmer and a brief history of seven tenant farmers to whom you had referred, which statements he desired to file as a part of our record in connection with the Texas hearings of the commission.

I can not find that these statements have ever been received or that Mr. Walsh has had a reply to his letter, and I am writing to ask whether or not it will be possible for you to comply with Mr. Walsh's request and how soon you will be able to submit the statements. Mr. Walsh is very much interested in your presentation of the situation, and I sincerely trust that you will be able to furnish the information desired.

I inclose a franked envelope for your reply.

Very truly, yours,

_____, *Secretary.*

BLOOMINGTON, TEX., May 9, 1915.

HON. FRANK P. WALSH, Sec. U. S. C. I. R.

Your letter of May 4 received. Will say I wrote the letter, but I guess it was misplaced; but will endeavor to write again, for I believe very strongly in your commission, and also as you the secretary.

Now, I have been farming for eight years, and in that time I have two teams, tools, one cow, and a little place in the town of Bloomington, Tex., four lots and a two-room house, a small barn, cost me \$600, all cash; but to-day I have just 30 cents in money. May 9 I owe the First National Bank at Victoria, Tex., \$37, and they have a mortgage on one team—one black horse mule, 4 years old, 15 hands high, cost me \$150 cash; and one bay horse, 4 years old. I call that good security for \$37; that is all I owe. I can't get one cent credit; can't borrow any more money. In the last eight years I have had one suit of clothes, cost me \$12.50—I mean a Sunday suit. To-day we can not go to church or Sunday school because we haven't sufficient clothes. Three of us in family. I do not drink or gamble and work as hard as any average farmer.

Now, in regard to my neighbor renters:

Mr. Son Soots is furnishing his teams, two in number, and tools, and working on the halves; in debt from last year; a hard-working man, honest, sober; never gambles. His teams are mortgaged to the bank.

Mr. Rogers's brother is working on the halves, furnishing his teams and tools; team mortgaged to bank for \$243, and they told him to pay the interest monthly and they would not close him out; owes his grocery bill from last year; he has no cow. He is a sober, honest, industrious man.

Mr. Fitzpatrick brothers; they are working on the halves, landlord furnishing them teams and tools; both in debt from last year; both hard-working men.

Mr. Hutton is working on the thirds and fourths; owns his own teams, but cheap cotton last year has about got him. A very hard-working man; nothing ahead but his teams and two cows, but not in debt much.

Mr. Smith is working on the halves, landlord furnishing team and tools, but in debt from last year. He is also a hard-working man; sober; never gambles; and you will find 9 out of 10 men here in debt. And I could call a lot of men's names that the bank took their teams from them last fall; in fact, the banks in Victoria County are all branches of the Victoria National Bank, and if it had not been for Mr. Lowery, our cashier, they would have taken my team, that cost me \$300, for the \$50 I owed them. I had to pay them \$20 on the note, and I still owe them \$37.

I am 40 years old; raised in Texas. I believe in your mission and you as leader. Wish that Mr. Wilson would let you say what shall be done. Success to you.

Yours, truly,

W. D. HALEY.

P. S.—I see the editor of the Dallas News does not believe in you, but the Dallas News did not publish all the testimony—you are stepping on their toes; and the Texas Legislature, in my estimation, is not much. I know several of them and they ought to be put back on the farm. I have always voted a Democrat ticket, but will never vote another one. I believe in Socialism to some extent.

W. D. HALEY.

I send clipping from paper. Now, the Dallas News did not publish near all the testimony at Dallas. I would like to see the commission come back to Texas.

[Copy of clipping.]

A HUMAN DOCUMENT.

I would like to write the Appeal that I am a mother tenant. Have never known anything else. My father was a tenant. He died and left mamma with eight small children, only three large enough to work. Oldest was 15 years old, so we children had to work to make a living for mamma and the little ones. We didn't get any schooling. I only went three months in my life.

At the age of 17 I married an honest, hard-working boy. We have been married 23 years and have six children. Have worked hard all of our lives and haven't got decent clothes. I can say, like the Stewart woman who testified at the Dallas hearing, that my husband does not drink liquor. I never owned

a ready-made dress. Three hats and two cloaks are all I have had since I have been married. I get about one pair of shoes a year.

At the present time we are in debt about \$400. There are a few Socialists here and I wish that the whole State was Socialist. Long may the Appeal live to spread Socialism.

MRS. M. ALEXANDER,
Texas.

MAY 14, 1915.

Mr. W. D. HALEY, *Bloomington, Tex.*

MY DEAR SIR: I beg to acknowledge receipt of your letter of May 9, inclosing statement requested by Mr. Walsh, regarding your experience as a farmer. Mr. Walsh is now in Washington attending public hearings being held by the commission, but your letter will be brought to his attention immediately upon his return, and will be given careful attention.

Thanking you for your prompt compliance with my request, I am,

Very truly, yours,

Secretary.

EXHIBITS.

NAGLE EXHIBIT NO. 1.

MEMORANDUM OF SUBJECTS FOR CONSIDERATION AT THE DALLAS HEARINGS OF THE UNITED STATES COMMISSION ON INDUSTRIAL RELATIONS.

Pat Nagle Kingfisher, Okla., attorney representing tenant interests.

SPECIFIC POINTS.

1. The development of Oklahoma within the last 30 years.
 - (a) Development of tenancy. Type of tenant coming in, who they are, origin, etc.
 - (b) Development of landlordism. Who owned the lands 30 years ago.
Average amount of acres under cultivation.
Average size of holding.
Movement in home ownership during the first two decades.
Movement to town during next two decades.
 - (c) Changes in prices of land.
 - (d) Changes in methods of farming during this period.
 - (e) Describe complications in connection with Indian-land graft.
2. Use of force by landholders to compel small landholders to sell.
 - (a) Political influence at elections.
 - (b) Fencing off from roads or water, etc.
3. Describe money lending to farmers.
Trace changes that have taken place in methods of obtaining loans.
 - (a) Changes in personnel of money lenders.
 - (b) Changes in methods.
- 3½. What has been the effect of the present cotton crisis upon the tenant farmer?
 - (1) (a) How it has affected his credit.
 - (1) Foreclosing upon chattel mortgages.
 - (2) Arrangements for financing the 1915 crop.
4. Divergence of class lines.
Are class lines diverging? If so, what are the tendencies?
Are the tenants satisfied with their lot? If not, why not?
5. Home ownership.
Under the existing system what is the chance of the average tenant to become a home owner in your section of the country?
What is the average price of land to-day in your county?
What is the legal interest rate?
What is the actual interest paid by the tenant on chattel?
How much land can a one-team tenant farmer farm?
What will be his income?
6. Rental contracts.
Describe the customary rental contracts in your section.
What percentage of these are oral?
What effect, in your opinion, has the superior bargaining power of the landlord?
What tendency have you noticed with regard to rental contracts?
What defects are there in existing rental contracts that could be improved by laws?
The tenant and the mechanic's lien loan.
 - (a) What is the tenant's economic relation to landlord under this law?
 - (b) What is present economic status of tenant in the light of recent legislation in Oklahoma?

7. Housing conditions.
Describe conditions with which you are familiar.
Include these points:
Are tenant houses large enough to house the average families?
Are they in repair?
Are they erected with regard to sanitary drainage, water supply, etc.?
Is much of the sickness in rural communities caused by bad housing?
Is there much overcrowding in the sleeping rooms?
Do landlords improve tenant houses readily and willingly? If not, why not?
Do landlords appear to feel any social responsibility for the sanitary housing of tenants?
Do tenants appear to have any consideration for property of landlord?
8. Educational and social environments.
Describe conditions of rural schools.
 - (a) The school itself.
 - (b) Its relation to social and economic organization.
 - (c) The school teacher and his possibility as a leader in rural life.
 - (d) The establishment of vocational training in agriculture, also home economics.
 - (e) Compulsory education.
9. Farm labor.
 - (a) Source of labor for seasonal demands.
 - (b) Movement of labor.
 - (c) Methods of regularizing supply and demand.
 - (d) Employment agency as a progress course.
10. Violence.
Extent of violence springing from tenant and landlord relationships, such as destruction of property.
Give causes.
Have witness describe in detail the story of the McClain County night riders in 1911.
11. Attitude of courts and administrative officers toward the tenant farmer.
12. Constructive program.

NAGLE EXHIBIT NO. 2.

[J. W. Newcomb, real estate broker, Ardmore, Okla.]

DECEMBER 16, 1908.

Lindsay, Okla.

DEAR SIR: I am in receipt of your letter on the 12th, but mailed on the 14th, inclosing deposit certificate for one load of corn as indicated by the scale weights, also inclosed.

I thank you very much for your efforts in my behalf and trust that you will continue rendering such service until what little cotton is being picked is finished.

I haven't had notice from the bank since I left there of any money deposited for me by any of the renters, and I judge they have not made any deposits. Jenkins has never paid a cent on his cotton; neither has old man Hopkins nor his boys. I wish you would take the letter of authority I am inclosing to you and go and round them up and report what they have done, and also what the outlook is for their doing anything. I have mailed all of them checks for their corn hauling, except Rayburns, and that is awaiting a settlement on the little pasture. I think there will still be some coming to me after he has pay for the hauling. I have referred the matter to Curtis, who made the arrangement for him.

I will either write you or come up and go around with you in a few days relative to your offer. I have just received your letter and haven't really had time to think the matter over. However, I am not very much in favor of a trade which would divide your time between yourself and me; but you go ahead and round up such business as you see needs immediate attention, and keep an account of it, and I will settle with you for all of it when I come up again.

Pollock told me the last time I saw him that he thought he would make a couple of bales of cotton, and if he hasn't gathered it by this time it is evident

that he does not intend to, and in such cases if there is anything left in the field it should be gathered and applied to the rent, as would be justified by the written contract, one of which I mailed you some days since.

The man who was to take the Hopkins place, from Choctaw country, has laid down because I exacted of him to procure another team and 300 or 400 bushels of corn.

I will put the place up to you to get a man who can take care of it. There is plenty of room there, and whoever takes it must have as much as two teams, and by rights should have five head, in order to make two continuous teams, and plenty of force. Now, when you make an arrangement with anyone be sure that they fill the requirements.

I am inclosing you a contract which you can use with anyone by filling in the name of the party of the second part.

I am also inclosing you a contract with Mr. Vaden; also a letter addressed to him. Impress on him the fact that under the statutes of Oklahoma, when there is in existence a written contract between landlord and tenant and said contract names the date terminating the same, that further notice to vacate is not necessary, and if he wants the place at \$150 he can sign the note; that is, if he has procured a team with which to work it. I will, as stated, fix the fence in reasonably good repair on the east and south. If he don't want the place under those conditions he can vacate.

In meeting the different ones on the place in a business way as my representative you might incidentally tell them that I have spoken very highly of most all of them from a point of honesty and agreeableness, and that I had procured your services simply because I felt sure it would be best for all concerned, and especially myself, as there are so many little things coming up which needed attention.

I will try to get up there in a few days, as I have to come to Maysville, and will go around with you.

Can't think of anything more just now, but will perhaps write you again to-morrow.

Yours, very truly,

J. W. NEWCOMB.

DAVIS EXHIBIT.

STATE OF TEXAS, *County of Coleman:*

Know all men by these presents: I, W. T. Davis, of Coleman County, Texas, have this day leased from J. Z. Miller, jr., hereinafter called lessor, for the purpose of making a crop for the year 1913, one hundred eighty-five acres of land, hereinafter called premises; said premises being a part of all of what is known as W. T. Davis place in Coleman County, Texas; ninety acres of which are in cultivation and the balance in pasture. The terms and conditions of this lease are as follows:

I agree to flat break all land in preparing same for cultivation; to cultivate same in a good and farmerlike manner; to prevent the growing and or spreading of Johnson grass, ragweed, and cockleburrs thereon; to break all stubble land immediately after small grain has been removed; to occupy said premises as tenant of said lessor; to protect said premises against all kinds of trespass; to keep in good repair at my own expense all building, fencing, and other improvements on said premises; and to deliver peaceable possession of said premises to lessor, in same good condition as when received, ordinary wear and tear only excepted, not later than the 15th day of December, 1913.

In consideration for this lease I agree to pay the following rental to the lessor:

One-fourth of all the cotton and cotton seed raised on said premises, as same is gathered. Cotton to be ginned at Lenday or Voss and lessor's one-fourth of the cotton seed to be left at gin for account of lessor.

Two and 50/100 dollars per acre, money rent, for all other land in cultivation used for purposes other than cotton or permitted by me to lie out.

And it is a further condition hereof that:

1. I will not permit live stock to run at large or pasture on the lands in cultivation.

2. The lessor reserves for the common use of other tenants all wells and natural water supplies.

3. I will not transfer, assign, or dispose of this lease, or sublet the premises without consent of the lessor.

4. I will deliver to the lessor at Voss free of cost all products taken as rentals.

5. I will furnish to the lessor not later than June 1st a memorandum of the cultivated land, showing acreage in cotton and other crops.

6. Pecan trees on said premises are not included in this lease, and the lessor retains the right to enter said premises at all times to inspect and cultivate the same, and to gather the products thereof.

It is understood and agreed that failure on my part to comply with the agreements and conditions above mentioned, or any of them, will, at the option of the lessor, constitute cause for immediate forfeiture of this lease, and the lessor shall have the right to reenter said premises, take charge of same, and, at the option of the lessor, lease again or otherwise dispose of same.

This contract is given for the purpose of securing W. T. Davis's past due interest, also amount to become due on January 1st, 1914, to the said J. Z. Miller, jr.

I hereby acknowledge that the lessor has a landlord's lien on all the crops grown on the premises to secure the rentals above named, and all advances made or caused to be made to me by the lessor in the way of animals, tools, supplies, etc., or otherwise to enable me to make, gather, and market a crop.

To further secure the lessor in the payment of all rentals and advances as above mentioned, I hereby mortgage and pledge to said lessor all the products grown on said premises during my occupancy thereof; also all animals, tools, and supplies furnished or caused to be furnished to me by said lessor. And the lien on said products, animals, tools, and supplies created by this mortgage shall not be in any way affected or impaired by the removal of said products, animals, tools, and supplies from said premises.

Should I fail or refuse to pay the indebtedness created by this lease at the maturity hereinafter named, the lessor, or the lessor's agent or representative, is hereby authorized and empowered to take possession of said products and personal property whether on said premises or elsewhere, and to control and sell the same at such time and place and in such manner as the lessor, or the lessor's agent or representative may deem best, and to exercise all other legal rights and powers in such cases, and to apply the proceeds, less the expenses and costs, to the payment of my indebtedness to the lessor, and the balance, if any, to me or my owler.

In case I should fail, or be unable, properly to plant, cultivate, etc., or gather any crops on said premises, then the lessor, or the lessor's agent or representative, is hereby authorized to enter upon said premises and work the same and the charges for so doing shall be and are hereby secured by the landlord's lien and the mortgage lien above provided for. The lessor, or the lessor's agent or representative, is also authorized to enter at any time upon said premises to inspect the same, to make improvements thereon, and to cultivate the same in such manner as not to interfere with my rights therein as lessee.

I hereby promise to pay the indebtedness due the lessor under this lease as the crops are gathered, but in any event not later than November 15th, 1913, at Voss, Coleman County, Texas. If said indebtedness is not paid on that date, it shall then become payable at the Belton National Bank, Belton, Texas, with interest at the rate of ten per cent per annum from said date, together with ten per cent additional on the amount due, for collection fees if suit is brought thereon, or if placed in the hands of an attorney for collection, or if collected through the probate court. Interest payable annually and defaulting interest to bear the same rate of interest as the principal.

Witness my hand this 8th day of March, 1913.

• • W. T. DAVIS.

Witness:

TOM CRENSHAW.

NOBLE EXHIBIT NO. 1.

CROCKETT, TEX., September 5, 1914.

Mr. T. A. HICKEY, *Hallettsville, Tex.*

DEAR HICKEY: The question now with us is, "Can we stand the pressure?" The speculators are hovering over us like a gang of vultures. The trusts have raised the prices on almost all household commodities. The banks' high rate of interest and no price on cotton at all.

Our legislators know just how to frame the law to stop usury. Oh, yes. We pay only from 10 to 40 per cent with an occasional compound, but what are

we going to do about it? All you stoop-shouldered, leather-headed, duck-breeches fellows, one of which I am, are you going to vote as Mr. Merchant, or Mr. Banker, or some other bloodsucker, who has been watching you squirm and wriggle, while your vitality vanishes, are you going to still keep your little children dragging cotton sacks in fields and working in mills, preventing their education and dwarfing their bodies, while you go meekly to the cashier's window to tie up every cow, horse, hog, and your prospect on the coming crop at perhaps one-fourth actual value of stock to get to buy only a few of the things you have to have?

Are you going to support a party by your vote which has been in power 50 years, that has scarcely passed a law for the substantial benefit or advancement of your interests or your children?

Are you going to stand up for the party which has given away 100,000,000 acres of your children's land to farm trusts and monopolies, that have you tied hand and foot and almost starving? Can't you see that the Democrats have driven Texas to the verge of destruction already, and are now trying to disfranchise the men who can't read to keep them and their children ignorant and poor and to make them slaves?

Look, my toiling brother, wherever you are and you will easily see that plutocracy and democracy are one and the same in a political sense. If you vote a Democratic ticket in Texas remember you will vote plutocratic rule, slavery. Our situation now as farmers is a critical one. We owe from hundreds to thousands of dollars on short-time notes to merchants and bankers, stock and crops mortgaged, paying high interest. Cotton not selling, no money even to gather crops on, and no credit for many that are hungry. What will be the end of it all? What is the cause of these conditions? Surely not the European war altogether.

There are provisions here to supply the people of the United States five years, money enough for every one's use, so what's the matter anyhow? Somebody has been robbing and is still at it. It is your duty to look around the political arena and find out; one thing sure, it is not the Socialists, for they are not in power. Suppose we look over their platform, I've read it; have you? If you have not, then you don't know exactly what you are. You may think you do all right, but you don't. What are you voting for when you vote the Democratic ticket? Do you know? Yes; that is, I do. It is to continue this rotten system of landlordism and to keep you paying from 10 to 40 per cent on loans; you vote to keep your wives and children delving in field and factory, to make you a renter, if you are not one now, a wage slaver, a tramp, a beggar, or a lunatic.

Now listen. In a few instances farmers have taken provisions when refused credit. What will it be later on? Do you think the toiler will stand and see his wife and children starve? Not much. Well, what are we coming to then? We are coming to plutocratic democracy boiled down to the point where something has to be done right quick to avert bloodshed. Now you see where you are. The Ball Democrats raved and tore and swore at 80 per cent Ferguson, but many of you slaves will go to the poles shouting for Ferguson and swallow a dose of putrefaction that is poisoned at both ends. But don't do that; vote for a just cause—for wife and babes—Top Hunaty.

O. W. BARBER.

NOVEMBER 30, 1914.

Mr. T. A. HICKEY.

DEAR SIR: Inclosed will find 50 cents in stamps for charter. Mr. Hickey, we are the worst set of suckers in the world. There are about 50 men here that have no jobs and can't get any. They request me to get you to give our petition to the Government for help.

I don't know what we are to do, as nothing we can do will bring a dollar. What shall we do to get up a petition, as we can get about 200 joiners right quick. If you think we should apply to the Government, tell us what to do.

B. H. HUBBARD.

CUTHOND, TEX., December 8, 1914.

Mr. W. S. NOBLE.

DEAR SIR: At your request I will write you. I am in a hard shape, and I don't know how I am to make it through another year. If you can help us poor people out anyway, it will be highly appreciated.

I will remain, as ever, your friend,

G. L. THOMAS, Cuthond, Tex.

BOGATA, TEX., December 8, 1914.

Mr. W. S. NOBLE, *Dallas, Tex.*

DEAR SIR: At your request I will say that I am in a hard shape, and not only me but every other farmer in this neighborhood. We don't see how we are going to make it through; we are in debt, made a short crop, and got nothing for our cotton. The merchants and bankers are crowding us, and I don't see for the life of me how we are going to live this winter and next year.

If you can do anything for us, it will be appreciated. I am, yours for betterment.

Respectfully,

H. C. FLANAGAN.

GLEN ROSE, TEX., November 30, 1914.

Comrade T. A. HICKEY, *Hallettsville, Tex.*

DEAR COMRADE: Your letter of the 23d at hand. Three of our members have moved away. I do not think we could reorganize; the people are in the hardest shape. It is even worse than at the close of the war in 1865. We owed nothing then; in debt now and nothing to pay with.

Yours, truly,

J. L. KEETER.

NOBLE EXHIBIT NO. 2.

PEAR VALLEY, TEX., January 25, 1915.

W. S. NOBLE,

Editor Actual Farmer, Rockdale, Tex.

DEAR SIR AND COMRADE: While reading over your paper (Actual Farmer, vol. 1, No. 1) I noticed a list of 10 questions in relation to conditions surrounding land tenants.

Now, as I see it, for you to get a general knowledge of the actual conditions it would be necessary for tenants from different parts of the State to write you, giving their individual experience as renters of farm land.

So here is my experience since January 1, 1907, a period of eight years; eight long, weary years.

Coming to McCulloch County December 24, 1906, I began work for wages January 1, 1907, receiving \$45 per month, house furnished. My work consisted of being all-around foreman and machinist on a ranch and farm combined. At the end of the first year (1907) I threw up my job because I had to live out of a paper bag; having six in family I could no more than barely make expenses. January 1, 1908, I rented a farm of 55 acres on halves; I also rented a blacksmith shop so as to keep myself employed during idle time. The shop caused me some loss. But I made, and mostly hired; gathered 35 bales of cotton; sold same at an average of 7 cents. After paying expenses I came out about \$100 in debt, but, of course, I had bought a team and wagon which I owed some on besides. In the winter of 1908 I bought 160 of raw land on credit (10 years' time, 8 per cent interest). After improving and using same two years I could not pay the interest, not to say anything about the principal, so had to give it up to the man I bought from, he paying for the lumber that went into the house that I erected on the place. He also paid me a small indemnity and allowed me to stay on the place until 1911, I paying him the third and fourth. He only allowed me to plant 5 acres of feed out of 50 acres, which was not enough. He allowed me to keep one cow and one team, refusing to rent to me another year. I had to move. In the spring of 1912 I rented and moved to another place, consisting of 320 acres, 45 in cultivation, 1 house 14 by 14, 1 side room 7 by 14, 1 porch 7 by 14, 1 small shed barn 8 by 12; no lots or other improvements, while there has been some effort to put water on the place without success. I have to sponge on my neighbors for water at least 10 months out of the year, hauling same half a mile. One especially dry spell I had to haul 3½ miles. There is one small iron cistern which supplied water for drinking purposes in winter or rainy seasons.

Now, my present landlord is a good man, or at least he seems to be, but when it comes to renting out his land he sticks to the system which is altogether in his favor. He, of course, demands and gets his rent, which for the three years that I have resided on his place has been one-fourth of all money that cotton has brought, all land to be planted in cotton; these were his terms; I could keep

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one cow and one team. He would not under any circumstances allow me to plant feed unless I cleared (grubbed) land to plant feed on. For this year (1915) he allows me to plant 10 acres of feed, paying him therefor \$3 per acre. Now, I have a copy of rent contracts for years 1908, 1911, 1912, 1913, and 1914, which I will mail to you upon request.

Now, I so far have always paid my rent; also my grocery bills and other debts. But my landlord (as do most other landlords around here) rides in an automobile, while myself and family of nine live in a house as described, without any conveniences that should go to make a home, and on account of the low price of cotton will be unable to buy books and clothes to send our children to school, which is 3 miles away.

Now, as to the extortionate prices charged by the supply merchant. I have no reason to complain at the treatment I have received the last two years, but I have been fortunate in comparison to the general rule. In 1912 I traded on credit with a certain concern which is still doing business at the same old stand, same old way, so I am told. I gave my note with security for \$100 for eight months (Mar. 1 to Oct. 1, 1912). I received two coupon books containing \$45 each, or \$90 total. Now, I used these books from March 1 to September 1. Here are a few articles which I have bills to show for, which are about the average: Eagle brand sugar, \$2.10 for 25 pounds; again, same day, same sugar, cash, \$1.50; Arrow brand flour, \$3.75 per hundredweight; again, same day, same flour, \$2.75 per hundredweight, cash; bacon, 16 cents per pound; other stores 11 to 12½ cents per pound, cash. I could go on and give you a long list just as bad, but what's the use.

You say, why did I stand it? Why did I not raise hell? Because I had seen what had happened to others when they kicked. Why did I not borrow at the banks and buy for cash? Because the banks didn't like my security or claimed that they had already loaned out to the merchants all the money they had to spare. When any of us do get money it comes high. We can only get \$25 or \$50 at a time, as a rule, by either paying \$1 per month or making a note for six months for \$27.50 or \$55, which we can sometimes get carried over for \$1 per month. There is absolutely no 10 per cent money for the renter or the small farmer in this county.

No; my landlord does not try to influence my vote. While he is very much opposed to my political views, he knows me too well to try that. Yes; I know of a few men in this county that had to move because they were Socialists, but I am not personally acquainted with them or their prior landlords. They live in the northern part of this county, near Stacy. Could easily learn their names and relative circumstances if it would be of any benefit to you.

No; this is no fish story; it's a story of eels. I have canceled notes, grocery bills, mortgages, and rent contracts, and can produce plenty of affidavits to back up what I have written, and will do it if called upon.

Yes; I am circulating a land petition and getting some signers, too; but there are three or four men circulating petitions in this community now. I was by myself on the other petitions that I circulated.

Yes; I bought a team from a merchant (Mr. Brady); the note came due; I could not meet it; he took the team and \$96.85 that I had paid on it besides.

C. G. CONAN.

MONTAGUE, TEX., March 3, 1915.

Mr. W. S. NOBLE, *Rockdale, Tex.*

DEAR COMRADE: Seeing your instructions in the Rebel, will write and give you my experience as a renter.

I have rented the most of my life; was called a good renter. I always kept up the place as I would my own, without any cost to the landlord, except for material; sometimes I furnished that. I have lived in shacks that were not as good as the landlord's horse stable. I have dug wells, built houses, cow lots, hogpens, corncribs, horse sheds, grubbed (cleared) out patches, repaired fences, cut ditches, all without any cost to the landlord. Have worked and helped men pay for their land, school their children, build their fine houses and barns, while me and mine lived in a shack and worked like Turks; our children grew up without education; and we are yet poor (most are homeless).

I at last went to Chickasaw Nation, where there was some outlet. Raised enough stock to buy me a little home and pay for it (140 acres). But I was 60 years old and broken down when this was accomplished, and now I will have to spend the rest of my days with broken-down health and pain and aches.

Some may ask why I did not buy me a home sooner and stop paying rent. Will ask landlords how much clear money they make on their crops; count up expenses and see if you can come out with as much as the one-third and one-fourth ahead; if you can, without half starving, you are a better farmer than I am, and I have always been considered first-class wherever I have lived.

Isn't it a shame to make a man slave for 60 years in order to spend the other few years of life as an invalid?

Shame, shame on a system that will allow it!

Yours, for true liberty,

H. L. Cook.

NOBLE EXHIBIT NO. 3.

\$38.50.

WEATHERFORD, TEXAS, Jan. 14, 1911.

Without grace, Nov. 1st, waiving protest, I, we, or either of us, promise to pay to the order of the First National Bank of Weatherford, thirty-eight & 50/100 dollars, at the First National Bank in Weatherford, Texas, for value received with interest at the rate of ten per cent per annum from maturity, and ten per cent on entire amount as attorney's fees, if collected by suit or by attorney.

ENOCH HARDAWAY,
W. H. HARDAWAY,
J. HARDAWAY.

No. 743.

Due Nov. 1, 1911.

Paid Oct. 13, 1911, First National Bank. Weatherford, Tex.

\$55.00.

WEATHERFORD, TEXAS, Feb. 9, 1911.

Without grace, Oct. 15th, I, we, or either of us, promise to pay to the order of the First National Bank of Weatherford fifty-five dollars, at the First National Bank in Weatherford, Texas, for value received, with interest at the rate of ten per cent per annum from maturity, and ten per cent on entire amount as attorney's fees, if collected by suit or by attorney.

No. 1048.

ENOCH HARDAWAY.
J. HARDAWAY.

Due Oct. 15, 1911.

Paid Oct. 13, 1911. First National Bank, Weatherford, Tex.

\$25.75.

WEATHERFORD, TEXAS, Aug. 29, 1911.

Without grace, Nov. 1st, I, we, or either of us, promise to pay to the order of the First National Bank of Weatherford twenty-five & 75/100 dollars at the First National Bank in Weatherford, Texas, for value received, with interest at the rate of ten per cent per annum from maturity, and ten per cent on entire amount as attorney's fees if collected by suit or by attorney. We, the makers, sureties, endorsers, and guarantors of this note, hereby severally waive presentment for payment, notice of nonpayment, protest and notice of protest, and diligence in bringing suit as required by law against any party hereto.

ENOCH HARDAWAY.
J. HARDAWAY.

No. 2448.

Due Nov. 1, 1911.

Paid Oct. 13, 1911. First National Bank, Weatherford, Tex.

Received of the First National Bank of Weatherford, Texas, chattel mortgage given by Enoch Hardaway to R. W. Davis, trustee, on 2 colts, 7 & 8 mos. old, 1st B/C, lint & seed, on C. G. Smith farm, to secure note in favor of said bank for \$55, due Oct. 15/11.

Filed for record 2/13/11.

G. L. YOUNG,
Clerk County Court, Parker County, Texas.

By W. H. HUTCHESON,
Deputy.

Paid Oct. 13, 1911. First National Bank, Weatherford, Tex.

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\$55.00.

WEATHERFORD, TEXAS, Jan. 18, 1912.

Without grace, Nov. 1st, I, we, or either of us, promise to pay to the order of the First National Bank of Weatherford fifty-five dollars at the First National Bank in Weatherford, Texas, for value received, with interest at the rate of ten per cent per annum from maturity, and ten per cent on entire amount as attorney's fees if collected by suit or by attorney. We, the makers, sureties, endorsers, and guarantors of this note, hereby severally waive presentment for payment, notice of nonpayment, protest and notice of protest, and diligence in bringing suit as required by law against any party hereto.

ENOCH HARDAWAY.
J. HARDAWAY.

No. 3649.

Due Nov. 1, 1912.

Paid Oct. 4, 1912. First National Bank, Weatherford, Texas.

Received of the First National Bank of Weatherford, Texas, chattel mortgage given by Enoch Hardaway to R. W. Davis, trustee, on one bay horse, to secure note in favor of said bank for \$55.00, due Nov. 1-12.

Filed for record Jan. 18-12.

G. L. YOUNG,
Clerk County Court, Parker County, Texas.

By HUTCH,

Paid Oct. 4, 1912, First National Bank, Weatherford, Texas.

\$27.50.

WEATHERFORD, TEXAS, April 11, 1912.

Without grace, Nov. 1st, I, we, or either of us, promise to pay to the order of the First National Bank of Weatherford twenty-seven & 50/100 dollars, at the First National Bank, in Weatherford, Texas, for value received with interest at the rate of ten per cent per annum from maturity and ten per cent on entire amount as attorney's fees, if collected by suit or by attorney. We, the makers, sureties, endorsers, and guarantors of this note, hereby severally waive presentment for payment, notice of nonpayment, protest, and notice of protest and diligence in bringing suit as required by law against any party hereto.

ENOCH HARDAWAY.

No. 4593.

Due Nov. 1, 1912.

Paid Sept. 18, 1912, First National Bank, Weatherford, Texas.

Received of the First National Bank of Weatherford, Texas, chattel mortgage given by Enoch Hardaway to the First National Bank, on one filly, 2 yrs. old, 14 hds. high, the third bale of my 1912 cotton crop out of about 30 acres I will raise on Jake Wolfenberger's farm, 6 mi. north, to secure note in favor of said bank for \$27.50, due Nov. 1st, '12.

Filed for record 4-11-12.

G. L. YOUNG,
Clerk County Court, Parker County, Texas.

Paid Sept. 19, 1912, First National Bank, Weatherford, Texas.

\$110.00.

WEATHERFORD, TEXAS, April 4, 1913.

Without grace, Nov. 1st, 1913, I, we, or either of us, promise to pay to the order of the First National Bank of Weatherford one hundred ten dollars, at the First National Bank, in Weatherford, Texas, for value received with interest at the rate of 10 per cent per annum from maturity, and ten per cent on entire amount as attorney's fees, if collected by suit or by attorney. We, the makers, sureties, endorsers, and guarantors of this note, hereby severally waive presentment for payment, notice of nonpayment, protest, and notice of protest and diligence in bringing suit as required by law against any party hereto.

ENOCH HARDAWAY.

No. 7352.

Due Nov. 1, 1913.

Paid Oct. 17, 1913, First National Bank, Weatherford, Texas.

Received of the First National Bank of Weatherford, Texas, chattel mortgage given by Enoch Hardaway to the First National Bank on 1 bay horse, 7 yrs., 15 h. h.; 1 brown mare, 8 yrs., 14½ h. h.; 1st 2 B/c 1913 out of 30 acres cotton, to secure note in favor of said bank for \$110, due Apr. 4, 1913.

Filed for record 4-4-13.

WARD BANKHEAD,

Clerk County Court, Parker County, Texas.

H.

Paid Oct. 17, 1913, First National Bank, Weatherford, Texas.

Received of the First National Bank of Weatherford, Texas, chattel mortgage given by Enoch Hardaway to the First National Bank on 1 bay horse, 15 h. h., 8 yrs.; 1 blk. mare, 14½ h. h., 9 years (released 5/6/14); 1 iron gray mare, 14½ h. h., 4 years; 1 gray mare, 14½ h. h., 4 years (released 9/12/1914)—all increase—to secure note in favor of said bank for \$220.00, due Oct. 15, 1914.

Filed for record Jan. 17, 1914.

WARD BANKHEAD,

Clerk County Court, Parker County, Texas.

H.

Paid Jan. 23, 1915, First National Bank, Weatherford, Texas.

CHATTEL MORTGAGE.

THE STATE OF TEXAS, *County of Parker:*

I, Enoch Hardaway, of said county and State, in consideration of my indebtedness to the First National Bank of Weatherford, Texas, evidenced by my note of date, Jan. 17th, 1914, for the sum of \$220, payable Oct. 15, 1914, also my other notes as follows: -----

together with interest and attorney's fees, as provided therein, and for all other and further amounts I may owe or hereafter become indebted to the said First National Bank of Weatherford, Texas, do hereby bargain, sell, and convey to said First National Bank of Weatherford, Texas, the following-described property situated in Parker County, Texas, to wit: One bay mare, three years old, 15½ hands high, which I bought from Henry Barton, located on Col. Wolfenberger's farm 5 miles north of Weatherford.

To have and to hold said property unto said bank, its successors and assigns forever. And to obtain said credit I especially represent all of said property to belong to me in my own right, and is free from debt, mortgage, or lien of any kind.

In case of mortgage on cotton, said cotton shall be free from lien, landlord's claims for rent and advances, claims for cultivating, picking, or ginning the same.

This conveyance, however, is intended as a mortgage to secure the above-mentioned note and any other amount I may owe said bank. Provided, nevertheless, if said mortgagor shall duly pay said note according to the tenor and effect thereof, said conveyance shall become null and void, otherwise to remain in full force and effect.

The mortgagor hereby agrees and covenants that on default of payment of principal or interest, or any sale or any attempt to sell said goods or chattels, or any part of them, or to remove them or any part of them, from the county, or from their present location, or upon any seizure of them, or any part of them, by any process of law, or if any holder of said note shall at any time feel unsafe or insecure from any cause, then, and in that event, said mortgagee or its assigns, agent, or representative is hereby authorized at his option to declare all said note due and to take actual possession of said property, and to sell the same for cash, at Weatherford, in Parker County, Texas, with or without having possession of said property present at said sale, after having given notice of the time, place, and terms of said sale, as the law now requires for sales of personal property under execution. And the proceeds arising from such sale shall be applied—first to the necessary and proper expenses of such sale, then to the payment of said note then remaining unpaid, the balance

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if any, to be paid to said mortgagor or his order. The said mortgagee or assigns having power to receive said money and make bills of sale of said property.

Witness my hand this 12 day of Sept., A. D. 1914.

ENOCH HARDAWAY.

Witnesses:

Received of the First National Bank of Weatherford, Texas, chattel mortgage, given by Enoch Hardaway to the First National Bank, on 1 fawn Jersey cow, 5 yrs. old, and inc. on Col. Wolfenberger's place, 5 mi. north. This mtg. in lieu of one on blk. mare 14½ h. h. released to secure note in favor of said bank for \$220, due Oct. 15/14.

Filed for record, 3/6/14.

WARD BANKHEAD,
Clerk County Court, Parker County, Texas.

B.

Paid Jan. 23, 1915, First National Bank, Weatherford, Texas.

\$220.00.

WEATHERFORD, TEXAS, Jan. 17th, 1914.

Without grace, Oct. 15th, 1914, I, we, or either of us, promise to pay to the order of the First National Bank of Weatherford, two hundred twenty dollars, at the First National Bank, in Weatherford, Texas, for value received with interest at the rate of ten per cent per annum from maturity, and ten per cent on entire amount as attorney's fees, if collected by suit or by attorney. We, the makers, sureties, endorsers, and guarantors of this note, hereby severally waive presentment for payment, notice of nonpayment, protest and notice of protest and diligence in bringing suit as required by law against any party hereto.

ENOCH HARDAWAY.

11/30, agreed to accept \$20.00 and carry balance over. Will not ask for more. Will have 16 B/C. ?

No. 9907.

Due Oct. 15, 1914.

Paid Jan. 23, 1915, First National Bank, Weatherford, Texas.

NOBLE EXHIBIT NO. 4.

No. 2970.

BONHAM, TEXAS, Jan. 9, 1914.

Oct. 1st, 1914, I, we, or either of us promise to pay to First State Bank of Bonham, Texas, or order, one hundred twelve dollars, at their office in Bonham, Texas, for value received, with interest at the rate of ten per cent per annum from maturity until paid, and ten per cent additional on amount due for attorney's fees, if sued upon or placed in the hands of an attorney for collection. The several makers, sureties, endorsers, and guarantors of this note, each, jointly and severally waive presentment for payment, protest, and notice of protest, and consent to any extension or extensions of time of payment by renewal notes or otherwise without being discharged from liability until the final payment of this indebtedness. Full authority is hereby given to the legal holder hereof to sell any collateral security assigned or attached at public or private sale without notice upon nonpayment.

M. S. FOGLE.

\$100.00.

Paid Jan. 8, 1916, First State Bank, Bonham, Texas.

\$11.25.

RAVENNA, TEXAS, May 5, 1914.

On Nov. 1st, '14, for value received, I, we, or either of us, promise to pay to the order of the Ravenna State Bank of Ravenna, Texas, eleven 25/100 dollars, at the Ravenna State Bank, Ravenna, Texas. With interest from maturity until

paid at the rate of ten per cent per annum, with ten per cent additional as attorney's fees should this note be placed in the hands of an attorney for collection, after maturity, or judicial proceeding be instituted to collect the same. The maker and endorsers hereof severally waive presentation for payment, notice of nonpayment, protest, and notice of protest, and agree to all extensions and partial payments before or after maturity, without prejudice to the holder hereof.

Full authority is hereby given to the payee hereof, or its assignees, to sell any collateral security now or hereafter assigned and hereto attached, at public or private sale, upon nonpayment of this note.

M. S. FOGLE.

P. O. address, Ravenna, Tex., Route 1.

Witnesses:

JNO. W. PALMORE.

D. D. DUNN.

No. 862.

Paid Nov. 23, 1914, the Ravenna State Bank, Ravenna, Texas.

NOBLE EXHIBIT NO. 5.

VERNON, TEX., Dec. 15, 1914.

Mr. W. S. NOBLE, *Rockdale, Texas.*

DEAR SIR: Your letter to hand and contents noted. I went to see the farmers' union officers the day before. The president, Mr. W. H. Stephens, says the banks of Vernon would not loan them money to buy seed unless they would let the Vernon oil mill have the seed. Mr. D. D. McCroskey, manager of the union, says that they should let the oil mill have the seed, but bound them (the union) not to raise any disturbance about the seed. Mr. Schmidt, one of the directors, says, "The bankers would not let us have seed, unless we turned the seed to the Vernon oil mill." But he was afraid to make any statement, because they owed the banker about five thousand dollars (\$5,000) and if they made any official statement the banker might close them out of business. So you readily see that the thing is "grabbed," everything.

The president and manager both promised they would write you last night, but I doubt that it will be carried out. I would like you to send me a view of their statement, if you can conveniently do so.

The truth is—the oil mills controls the banks, or the banks own the oil mills.

The farmers union have an oil mill at Wichita, and the people have stock in it, but for this cause the farmers are deprived from using or getting any benefit out of it.

Remember we were getting \$11 for our seed, until a new seed buyer came in, and now seed is \$18 per ton.

It was estimated, I heard yesterday, that the farmers of this country have lost about \$48,000 at this time, by the graft.

Yours, truly,

J. U. WELLS.

NOBLE EXHIBIT NO. 6.

VERNON, TEXAS, Nov. 9, 1914.

W. S. NOBLE, Esq.

DEAR SIR: I hand you herewith a little information in regard to the industrial conditions in this country. The one dollar bonus system is getting common in this country for any good farm or a farm with good conveniences. Some are asking half of what is made on their farm; the tenant to furnish everything. The majority of the third and fourth rents have very bad conveniences. Very poor shacks to live in; some are hardly fit for stock to winter in.

I want to give you some facts concerning the oil mill scheme. We were only getting \$11 per ton for seed until the last few days; a man dropped off at Vernon and seed has gone up to \$18 per ton now. And as there has been about .000 tons of seed ginned you see the farmers have at those figures lost about 40,000. (No scheme at all.)

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The bank would not loan the farmers' union first money to buy with unless they would sell their seed to the home oil mill.

Now, these are facts and you can get the names of the witnesses to verify my statements.

Respectfully, yours,

J. U. WELLS.

P. S.—I am a Baptist minister and would like to see something done for the poor man that can't help himself.

GIDDINGS EXHIBIT NO. 1.

UNITED STATES USURY LAWS.

The act of June 3, 1864, provides as follows:

"Sec. 5197. *Limitation upon rate of interest which may be taken.*—Any association may take, receive, reserve, and charge on any loan or discount made, or upon any note, bill of exchange, or other evidences of debt, interest at the rate allowed by the laws of the State, Territory, or District where the bank is located, and no more, except that where by the laws of any State a different rate is limited for banks of issue organized under State laws, the rate so limited shall be allowed for associations organized or existing in any such State under this title. When no rate is fixed by the laws of the State, or Territory, or District, the bank may take, receive, reserve, or charge a rate not exceeding seven per centum, and such interest may be taken in advance, reckoning the days for which the note, bill, or other evidence of debt has to run. And the purchase, discount, or sale of a bonafide bill of exchange, payable at another place than the place of such purchase, discount, or sale, at not more than the current rate of exchange for sight drafts in addition to the interest shall not be considered as taking or receiving a greater rate of interest.

"§53. 5198. *Consequences of taking usurious interest.*—The taking, receiving, reserving, or charging a rate of interest greater than is allowed by the preceding section, when knowingly done, shall be deemed a forfeiture of the entire interest which the note, bill, or other evidence of debt carries with it, or which has been agreed to be paid thereon. In case the greater rate of interest has been paid, the person by whom it has been paid, or his legal representatives, may recover back, in an action in the nature of an action of debt, twice the amount of the interest thus paid from the association taking or receiving the same; provided such action is commenced within two years from the time the usurious transaction occurred. That suits, actions, and proceedings against any association under this title may be had in any circuit, district, or Territorial court of the United States held within the district in which such association may be established, or in any State, county, or municipal court in the county or city in which said association is located having jurisdiction in similar cases."

The last section was amended by act of February 18, 1875, adding the last sentence beginning with the words, "That suits, actions, and proceedings," etc.

GIDDINGS EXHIBIT NO. 2.

The Oklahoma statute provides:

1004. *Legal and contract rates of interest.*—The legal rate of interest shall not exceed six per cent, in the absence of any contract as to the rate of interest, and by contract parties may agree upon any rate not to exceed ten per cent per annum. Said rates of six and ten per cent shall be, respectively, the legal rate and the maximum contract rates of interest.

1005. *Actions to recover forfeiture.*—The taking, receiving, reserving, or charging a rate of interest greater than is allowed by the preceding section shall be deemed a forfeiture of twice the amount of interest which the note, bill, or other evidence of debt carries with it, or which has been agreed to be paid thereon. In case a greater rate of interest has been paid, the person by whom it has been paid, or his legal representatives, may recover from the person, firm or corporation taking or receiving same, in an action on the nature of an action of debt, twice the amount of the interest so paid: *Provided*

such action shall be brought within two years after the maturity of such usurious contract: *Provided further*, That before any suit can be brought to recover such usurious interest, the party bringing such suit must make written demand for return of such usury.

GIDDINGS EXHIBIT NO. 3.

FEDERAL USURY DECISIONS.

It may interest the commission to have a brief digest of the decisions of the Federal courts in construing the national usury statutes. Some of the main points decided since the adoption of the law in 1864 are as follows:

1. The validity of the contract is not affected by taking or reserving an unlawful rate of interest.
2. The charging of interest in a running account has been held not to be within the purview of the statute.
3. Where a note is given to extend time of payment of a usurious indebtedness, or in renewal of a prior note, it does not constitute payment of the usurious interest in the prior transaction.
4. Usury is a personal defense, only available to parties to the usurious transaction, although this does not apply to an accommodation endorser or maker or sureties.
5. The statute does not apply where the overcharge was not knowingly received by the bank.
6. The bank is not liable for penalties unless the unlawful interest has been actually paid.
7. There is no right of action in an accommodation endorser to recover a penalty.
8. The national banking laws alone apply to national banks, so far as the penalties are prescribed, although the State courts have jurisdiction.
9. The statutory remedy prescribed is exclusive of all others, since it creates the right to recovery and also prescribes the remedy.
10. Where the interest is greater than the law allows, and even where it has been actually paid, only legal interest paid can be set off against the principal sum in an action to recover the debt.

CONCLUSION.

It, therefore, will readily be seen that the law is largely ineffective.

GIDDINGS EXHIBIT NO. 4.

HENRY CAREY'S SPEECH ON THE RATES OF INTEREST IN THE PENNSYLVANIA CONSTITUTIONAL CONVENTION, 1873.

In the constitutional convention, in committee of the whole on the article reported from the committee on agriculture, mining, manufactures, and commerce, the first section being as follows: "In the absence of special contracts the legal rate of interest and discount shall be seven per centum per annum, but special contracts for higher or lower rates shall be lawful. All national and other banks of issue shall be restricted to the rate of seven per centum per annum." Mr. H. C. Carey made an address in favor of striking out the section. The following is an abstract of his remarks:

"Precisely a century and a half since, in 1723, the General Assembly of Pennsylvania reduced the legal charge for the use of money from eight to six per cent per annum. This was a great step in the direction of civilization, proving, as it did, that the labor of the present was obtaining increasing power over accumulations of the past, the laborer approaching toward equality with the capitalist. At that point it has since remained, with, however, some change in the penalties which had been then prescribed for violations of the law.

Throughout the recent war the financial policy of the National Government so greatly favored the money-borrower and the laborer as to have afforded rea-

son for believing that the actual rate of interest was about to fall permanently below the legal one, with the effect of speedily causing usury laws to fall into entire disuse. Since its close, however, under a mistaken idea that such was the real road to resumption, all the Treasury operations favored the money-lender; the result exhibiting itself in the facts that combinations are being everywhere formed for raising the price of money; that the long loans of the past are being daily more and more superseded by the call loans of the present; that manufacturer and merchant are more and more fleeced by Shylocks who would gladly take 'the pound of flesh nearest the heart' from all over whom they are enabled to obtain control.

"Anxious for the perpetuation of this unhappy state of things, these latter now invite their victims to give their aid towards leveling the barriers by which they themselves are even yet to a considerable extent protected, assuring them that further grant of power will be followed by greater moderation in its exercise. Mised thereby, money borrowers, traders, and manufacturers are seen uniting year after year with their common enemy in the effort at obtaining a repeal of the laws in regard to money, under which the State has so greatly prospered. Happily our workmen, farmers, mechanics, and laborers fail to see that advantage is likely to accrue to them from a change whose obvious tendency is that of increasing the power of the few who have money to lend over the many who need to borrow; and hence it is that their representatives at Harrisburg have so steadily closed their ears against the siren song by which it is sought to lead their constituents to give their aid to the work of their own destruction.

"Under these circumstances it is that we are now asking to give place in the organic law to a provision by means of which this deplorable system is to be made permanent, the legislature being thereby prohibited, be the necessity what it may, from placing any restraint upon the few who now control the supply of the most important of all the machinery of commerce, as against the many whose existence, and that of their wives and children, is dependent upon the obtaining the use thereof on such terms as shall not from year to year cause them to become more and more mere tools in the hands of the already rich. This being the first time in the world's history that any such idea has been suggested, it may be well, before determining on its adoption, to study what has been elsewhere done in this direction, and what has been the result."

Mr. Carey then proceeded to quote at great length from recent and able writers the results that had followed in England from the adoption of the proposition now before the convention. These may be summed up as the charging of enormous rates of interest, the London joint-stock banks making dividends among their stockholders to the extent of twenty, thirty, and almost forty per cent, the whole of which has ultimately to be taken from the wages of labor employed in manufactures, or in agriculture. At no time, said Mr. Carey, in Britain's history have pauperism and usury traveled so closely hand in hand together—the rich growing rich to an extent that, till now, would have been regarded as fabulous, and the wretchedness of the poor having grown in like proportion.

After discussing the effects of the repeal of the usury laws in some of the American States, Mr. Carey continued:

"We may be told, however, that at times money is abundant, and that even so late as last summer it was difficult to obtain legal interest. Such certainly was the case with those who desired to put it out on call; but at that very moment those who needed to obtain the use of money for long periods were being taxed, even on securities of unexceptionable character, at double, or more than double, the legal rates. The whole tendency of the existing system is in the direction of annihilating the disposition for making those permanent loans of money by means of which the people of other countries are enabled to carry into effect operations tending to secure to themselves control of the world's commerce. Under that system there is, and there can be, none of that stability in the price of money required for carrying out such operations.

"Leaving out of view the recent great combination for the maintenance and perpetuation of slavery, there has been none so powerful, none so dangerous as that which now exists among those who, having obtained a complete control of the money power, are laboring to obtain legal recognition of the right of capital to perfect freedom as regards all the measures to which it may be pleased to resort for the purpose of obtaining more perfect control over labor. Already several of the States have to some extent yielded to the pressure that has been brought to bear upon them. Chief among these is Massachusetts, the

usury laws having there been totally repealed, and with the effect, says a distinguished citizen of that State, that 'all the savings institutions of the city at once raised the rate from six to seven per cent; those out of the city to seven and a half and eight per cent, and there was no rate too high for the greedy. The consequence,' as he continues, 'has been disastrous to industrial pursuits. Of farming towns in my country, more than one quarter have diminished in population.'

"Rates per day have now to a great extent, as I am assured, superseded the old rates per month or year, 2 cents per day, or \$7.30 per annum, having become the charge for securities of the highest order. What, under such circumstances, must be the rate for paper of those who, sound and solvent as they may be, can not furnish such security may readily be imagined. Let the monopoly system be maintained and the rate, even at its headquarters, New England, will attain a far higher point than any that has yet been reached; this, too, in despite of the fact that her people had so promptly secured to themselves a third of the whole circulation allowed to the 40,000,000 of the population of the Union scattered throughout almost a continent. How greatly they value the power that has been thus obtained is proved by the fact that to every effort at inducing them to surrender, for advantage of the West or South, and portion thereof has met with resistance so determined that nothing has been yet accomplished.

"Abandonment of our present policy is strongly urged upon us for the reason that mortgages bear in New York a higher rate of interest. A Pennsylvanian in any of the northern counties has, as we are told, but to cross the line to obtain the best security at seven per cent. Why, however, is it that his neighbors find themselves compelled to go abroad when desirous of obtaining money on such security? The answer to this question is found in the fact that the taxation of mortgages is there so great as to absorb from half to two-thirds of the interest promised to be paid.

"Again, we are told that Ohio legalizes 'special contracts' up to eight per cent, and that if we would prevent the efflux of capital we must follow in the same direction. Is there, however, in the exhibit now made by that State anything to warrant us in so doing? Like Pennsylvania, she has abundance of coal and ore. She has two large cities, the one fronting on the Ohio and the other on the Lakes, giving her more natural facilities for maintaining commerce than are possessed by Pennsylvania; and yet while the addition to her population in the last decade was but 303,000, that of Pennsylvania was 615,000. In that time she added 900 to her railroad mileage, Pennsylvania meantime adding 2,500. While her capital engaged in manufactures rose from 57 to 141 millions, that of Pennsylvania grew from 109 to 406, the mere increase of the one being more than fifty per cent in excess of the total of the other. May we find in these figures any evidence that capital has been attracted to Ohio by a higher rate of interest, or repelled from our State by a lower one? Assuredly not.

"What in this direction is proposed to be done among ourselves is shown in the section now presented for our consideration. By it the legal rate in the absence of 'special contracts' is to be raised to seven per cent, such 'contracts,' however ruinous in their character, and whatsoever the nature of the security, are to be legalized; the only exception to these sweeping charges being that national banks issuing circulating notes are to be limited to seven per cent. Shylock asked only 'the due and forfeit of his bond.' Let this section be adopted, let him then present himself in any of our courts, can its Judge do other than decide that 'the law allows it and the court awards it,' monstrous as may have been the usury, and discreditable as may have been the arts by means of which the unfortunate debtor may have been entrapped? Assuredly not. Shylock, happily, was outwitted, the bond having made no provision for taking even 'one jot of blood.' Here the unfortunate debtor forced by his flinty-hearted creditor into a 'special contract' utterly ruinous, may, in view of the destruction of all hope for the future of his wife and children, shed almost tears of blood, but they will be of no avail; yet do we claim to live under a system whose foundation stone exhibits itself in the great precept from which we learn that duty requires of us to do to others as we would that others should do unto ourselves.

"By the English law the little landowner, the mechanic who owns the house in which he lives, is protected against his wealthy mortgagee. Here, on the contrary, the farmer, suffering under the effects of blight or drought, and thus deprived of power to meet with punctuality the demands of his mortgagee, is to have no protection whatsoever. So, too, with the poor mechanic suffering

temporarily by reason of accidental incapacity for work, and, with the sheriff full in view before him, compelled to enter into a 'special contract' doubling, if not trebling, the previous rate of interest. Infamous as may be its extortion, the court may not deny the aid required for its enforcement.

"The amount now loaned on mortgage security in this State at six per cent is certainly not less than \$400,000,000, and probably extends to \$500,000,000, a large portion of which is liable to be called for at any moment. Let this section be adopted and we shall almost at once witness a combined movement among mortgagees for raising the rate of interest. Notices demanding payment will fly thick as hail throughout the State, every holder of such security knowing well that the greater the alarm that can be produced, and the more utter the impossibility of obtaining other moneys, the larger may be made the future rate of interest. The unfortunate mortgagor must then accept the terms, hard as they may be, dictated to him by the 8, 10, 12, or 20 per cent. Such, as I am assured, has been the course of things in Connecticut, where distress the most severe has been produced by a recent abandonment by the State of the policy under which it has in the past so greatly prospered. At this moment her savings banks are engaged in compelling mortgagors to accept eight per cent as the present rate. How long it will be before they will carry it up to ten or twelve, or what will be the effect, remains to be seen. Already among ourselves the effects of the sad blunders of our great financiers exhibit themselves in the very unpleasant fact that sheriff's sales are six times more numerous than they were in the period from 1861 to 1867, when the country was so severely suffering under the waste of property, labor, and life which had but then occurred. Let this section be adopted, giving perfect freedom to the Shylocks of the day, and the next half dozen years will witness the transfer, under the sheriff's hammer, of the larger portion of the real property of both the city and the State. Of all the devices yet invented for the subjugation of labor by capital, there is none that can claim to be entitled to take precedence of that which has been now proposed for our consideration.

"Rightly styled the Keystone of the Union, one duty yet remains to her to be performed, to wit, that of bringing about equality in the distribution of power over that machinery for whose use men pay interest which is known as money. New England, being rich and having her people concentrated within very narrow limits, has been allowed to absorb a portion of that power fully equal to her needs, while this State, richer still, has been so 'cabin'd cribb'd, confin'd,' that her mine and furnace operators find it difficult to obtain that circulating medium by whose aid alone can they distribute among their workmen their shares of the things produced. New York, already rich, has been allowed to absorb a fourth of the permitted circulation, to the almost entire exclusion of the States south of Pennsylvania and west of the Mississippi; and hence it is that her people are enabled to levy upon those of all these latter such enormous taxes. To the work of correcting this enormous evil Pennsylvania should now address herself. Instead of following in the wake of New Jersey and Connecticut, thereby giving to the monopoly an increase of strength, let her place herself side by side with the suffering States of the West, the South, and the Southwest, demanding that what has been made free to New York and New England shall be made equally free to her and them. Let her do this, and the remedy will be secured, with such increase in the general power for developing the wonderful resources of the Union as will speedily make of it an iron and cloth exporting State, with such power for retaining and controlling the precious metals as will place it on a surer footing in that respect than any of the powers of the eastern world.

"The more rapid the societary circulation, and the greater the facility of making exchanges from hand to hand, and from place to place, the greater is the tendency toward reduction in the rate of interest, toward equality in the condition of laborer and employer, and toward growth and power to command the services of all the metals, gold and silver included.

"It will be said, however, that adoption of such measures as have been indicated would tend to produce a general rise of prices; or, in the words of our self-styled economists, would cause 'inflation.' The vulgar error here involved was examined some thirty years since by an eminent British economist, and with a thoroughness never before exhibited in reference to any other economic question whatsoever, the result exhibiting itself in the following brief words of a highly distinguished American, one published some twelve or fifteen years since, to wit: 'Among the innumerable influences which go to determine the general rate of prices, the quantity of money, or currency, is one of the least effective.'

"Since then we have had a great war, in the course of which there have been numerous and extensive changes in the price of commodities, every one of which is clearly traceable to causes widely different from those to which they so generally are attributed. Be that, however, as it may, the question now before us is one of right and justice, and not of mere expediency. North and east of Pennsylvania eight millions of people have been allowed a greater share of the most important of all powers—the money one—than has been allotted to the thirty-two millions south and west of New York, and have thus been granted a power of taxation that should be no longer tolerated. The basis of our whole system is to be found in equality before the law, each and every man, each and every State, being entitled to exercise the same powers that are permitted to our people or other States. If the Union is to be maintained, it can not be so on no terms other than those of recognition of the existence of the equality that has here been indicated. To the work of compelling that recognition Pennsylvania should give herself, inscribing on her shield the brief words, 'Fiat justitia, ruat cælum'—let justice be done though the heavens fall!"

GIDDINGS EXHIBIT NO. 5.

INDIAN LAND QUESTIONS.

It is not my intention unduly to criticize conditions in Oklahoma, but it is an indisputable fact that tenant conditions there, due to Indian questions in particular, are infinitely worse than in any State in the Union. To protect the Indian by not permitting the alienation of his lands is doing not only the Indian an injustice but the white man as well. Sixty-six per cent of the farmers on the east side of the State are tenants. By that I mean on the Indian Territory side of the State. The Government, having driven the Indian to this as a last resort and having in the past mistreated him, now seeks to protect him through a system which in itself is mistreatment. The Indian gets in rental of from \$25 to \$150 for 80 acres of his allotment. If he were permitted to sell this land on long-time payments he would receive an annual income far greater than his rentals. The tenant has but little interest in the improvement of these lands. He can not take those improvements away with him. He does not know what the coming year will bring forth, so far as a renewal of his lease is concerned. He is not interested in the good-roads question or schools or churches or public improvements to that extent he would be if he were a real American citizen. The net result is that the land is poorly farmed, there is no real conservation of the soil, the fertility of the land thus decreases and will decrease more than the normal increase in the value of the land as time goes on. He is poorly housed, generally a shack such as you would hardly want your horse to live in. Almost one-half of the State is in this condition, not on account of the lack of intelligence and industry of the people, but on account of the lack of intelligence in the creation and execution of Federal laws governing the Indians. The result is that there is no premium put upon thrift. The thrifty tenant, if he puts something by, seeing conditions, wants to move to more profitable fields, and thus there is left that class that is either thriftless or unable to move if their crops fail or misfortune overtake them in any way.

Under the act of 1908 all Indians under half blood may alienate their lands. Their restrictions are removed. Of three-quarters blood there may be an alienation of their land except homesteads, under similar conditions. Over that, there may be no alienation. These two classes of Indians constitute the major portion of the Indian population. The full bloods may not alienate. There are but two classes of Indians, there being no middle ground—the competent and the incompetent. Why not let their lands be sold as follows: (1) if on long-time payments giving them the payments when due, or (2) if for cash the United States Government to invest the proceeds for the incompetents and from which they would derive a much greater income than through the rentals. For instance, the Kiowa, Comanche, and Caddo full bloods may not alienate their lands, but when they die the lands, being called dead-Indian lands, are sold and the money invested or deposited in banks drawing a rate of interest for the benefit of the heirs. It is an incontrovertible fact that through this system these Indians receive much more than from the mere rental of their land. The system now in vogue in the Indian Territory side of the State is

a paradise for land speculators. One firm controls 30,000 acres of land and has over 1,500 tenants. That firm is Mullin & Mullin, of Ardmore—splendid gentlemen and men of integrity. It is the system and not these men at which I am driving. This firm, and similar firms, keep their eyes peeled for profitable investments by the purchase of Indian land or its rental, then renting in turn for a profit or selling the rental thereof.

Let me illustrate: Big Chief No Care lives away over on the east side of the State, and has an allotment on the west side of the State consisting of, we will say, 80 acres. Farmer A has 80 acres adjoining it, but he can not go away over on the east side of the State seeking to make a contract with the Indian which, in turn, through red tape, must be approved by the superintendent, nor will Big Chief No Care come over to the west side of the State to look after his allotment. The result is that Mr. Speculator spots this 80-acre allotment, gets a lease on it for an inconsequential sum, and sells the lease at a profit or rents the land at a neat profit. The average farmer can not compete with such conditions, because he hasn't the means at his command to ascertain where these valuable tracts may exist, while the speculator has a "bead" on every one of them. The commission can readily see that under such conditions the tenant farmer, of necessity, would not take such an interest in a farm as if he had some assurance that he might stay there and ultimately obtain a home. Home ownership is the safest conservator of American greatness. It is safe to assert, then, that these lands are poorly farmed by tenants, the houses are not fit for human habitation, ordinarily—there is nothing to protect the tenant or to encourage him. Under such conditions there can not be a scientific soil conservation and, naturally, there is a depletion of soil fertility. All this system is supposed to protect the Indian, but it does not protect him, it hurts him. The Government readily can conserve the interests of incompetent Indians and can readily ascertain who are incompetent Indians and, through the proper authorities, make such orders as will be beneficial to the Indian who is incompetent. The competent Indian should be permitted to sell his land and strike out for himself like every other American citizen must do. Competency does not need protection, and the Government can as readily find out who are competent, and so decide, as it can find out who are incompetent. We have a system in Oklahoma with regard to our school lands that it may be well for the Federal Government to investigate and largely to follow. We sell our school land in Oklahoma on 40 years' time, 5 per cent down, and one-fortieth paid each succeeding year. The school-land tenant is encouraged to improve his leasehold estate before obtaining title. He is given the preference right of purchase of the land against competitive bidders; that is to say, if a competitive bidder bids \$3,000, the school-land tenant can pay the same amount and obtain title in fee simple to his land. He gets, in addition, the value of his improvements, which, if he buys the land in fee simple, is deducted from the purchase price and which goes to him in cash in the event he is outbid or the land is sold to another through his failure to bid. If the value placed upon his improvements—by the appraisers from another county, selected for that purpose—is not satisfactory to him he may appeal to the school-land board for an increase, and if the school-land board's decision is adverse, he may appeal to the district court of the county having jurisdiction. Thus he is protected and encouraged and, consequently, he is as enlightened a farmer, generally speaking, as there is in the Union. Thus, if fair play is shown the average farmer he will take an interest in the land, in public improvements, in the schools, and in religious institutions, because he has something to which to look forward. Do not think it is all bad in Oklahoma. The good things need no mention because the good things need no remedying. Bad conditions are those which need remedying.

For the benefit of the commission I append a pamphlet¹ containing full information with regard to the school-land situation in Oklahoma, and an abstract of the laws, rules, and regulations with regard thereto.

MEITZEN EXHIBIT NO. 1.

RUTH, TEX.

TO THE REBEL IN THE LIVE-OAK SETTLEMENT:

There are 60 families, 36 are renters, and out of the so-called home owners (24) there are about 6 or 8 that are likely to lose the little spot of ground that

¹ Submitted in printed form.

they have been faithful slaves on for many years. That is the way the Donks play homes on us poor devils.

So, nice boys, come on with your rat killing. The thieves are at our backs, and we have got to shake them off or shoot them off just as you like, boys.

W. E. COCKSON.

LAMESA, TEX., December 8, 1914.

T. A. HICKEY.

DEAR COMRADE: In respond to your call through the Rebel for election returns I am sending the returns for Dawson County: Democrats 39, Socialists 9. There are about 20 Socialists to my certain knowledge in this county that did not vote. I do not know the reason why. This country is rotten ripe for the new gospel. If we were able to get a speaker here for a while, but we have just passed through 5 years of drought and one year of Wilson's prosperity and we haven't means to do anything with. I made 15 bales of cotton and turned it all in on my debts but the picking, and I owe about \$50 yet. I am pretty good shape compared to some others. One merchant told me that he had \$30,000 on his books yet. Please tell me how a man can support a family with everything up to the sky and cotton about 40 feet below. Anyway, cotton is bringing about \$30 per bale here.

You can count on me to do everything I can for the cause. The Rebel is the big it with me.

Yours, truly,

J. H. MARSHALL.

SMILEY, TEX., December 6, 1914.

MOSSERS, E. O. and E. R. MEITZEN.

DEAR COMRADES: I don't know that I can give you any items of interest in regard to the tenant system that is to stand investigation at Dallas, Tex.

Here is one case that occurred under my own observation. One Henry Dub is the happy owner of 115 acres of God's domain and has several boys renting land. One of the boys got ousted. He had a pair of little mules that he drove like smoke in order to hold a rented home. He went to his father and borrowed a horse and rode the country nearly a month, but failed to get a place.

Now, the boy's father sees that something has to be done, so he builds the boy a house on his land. He (the old man) told me that he didn't want to see the boy turned out in the lane with the cattle, so he built the house. That boy stayed out of the Donk primary and voted the Socialist ticket. The old man went into the primary and voted the Donk ticket, but he got so sick of Donk prosperity that he failed to materialize on the third of November. These are facts I know, for I was on the election board. If you can glean any points from this article that will help you out in the investigation at Dallas, you are welcome to use them. But here is the query of it all as I see it: Why does God's people, good young working men and women, have to be put out in the lanes that were built by men for stray cattle? I wonder if Henry Dub can answer?

Yours, truly,

S. D. LEE.

CHATFIELD, TEX., December 8, 1914.

MR. A. E. MEITZEN.

SIR: I am a renter; have been renting during all of my farming in the last two years. I have been making short crops on the account of wet weather, and it threw me behind \$680, and my landlord took 3 of my corn and 4 of the seed and took all of my cotton for standing rent, and, then, after he got all of the cotton in his hands, and 8 heads of mules he came and told me he wanted his money. I had a new wagon and a good milk cow. He took the wagon and wanted the cow. The mules are worth \$250, one team. Three teams are worth \$185. My wagon is worth \$110. Just before gathering time he run my account from \$680 to \$787.80, took 8 heads of mules and a wagon and then came back for the cow, corn, and cotton seed, and that was all I had left. This is what my landlord did for me and then asked me to stay with him another year. What do you think about that, Mr. Meitzen?

Yours for the right,

H. SMITH.

LA PRYOR, TEX., November 27, 1914.

To the GOVERNOR OF THE STATE OF TEXAS:

The Socialist local met in regular session November 27, 1914, and passed the following resolutions and demands:

Whereas through the consent of the people you are permitted to be the chief of the State;

Whereas these people who have elected you are now in hard financial circumstances;

Whereas the price of cotton is below the cost of production and other produce in proportion;

Whereas the tenantry of Texas is largely on the increase;

Whereas the value received by the producers is largely on the decrease and the cost of living going higher each day; and

Whereas the legislature has recently met and adjourned, spending \$110,000 of the State funds to help this appalling condition and did nothing:

Be it resolved, (1) That these conditions should not exist.

(2) That the farmers of Texas are the bone and sinew of the State.

(3) That they are the greatest abused of all people of any industry, receiving the least compensation for the greatest amount of labor.

(4) That whenever the farmers are forced into bankruptcy the life of the State will cease to exist.

(5) That it is in your power to a great extent to change these conditions.

Therefore we demand that you call a special session of the legislature and that you use your utmost powers and influence to cause this legislature to enact laws at once to relieve the distressing condition.

We offer the following suggestions and demand you act on them:

In case the producing class can not get the full social value for their products through the legislature, you urge the establishment and building of mills, factories, etc., by the State and buy the products of the State, manufacturing the raw material into finished product; selling the same to the producer at the cost of production.

Resolved, That the secretary mail a copy of these resolutions and demands to the governor and to our county and State papers.

T. A. HIBDON, Secretary.

HAMLIN, TEX., November 28, 1914.

Mr. MEITZEN:

Learning that you will go before the U. S. Commission on Industrial Relations, will give you some information from this community (Jones County). The land on which I and 4 other men farm has changed hands, the land going from \$4 per acre to \$30 per acre. Our new lord tells us that we must do good farming and that our seeds must go to seed on the farm. We have been doing the best we can, and the reason that we can do no better is because we have to sell our products below the cost of production. That leaves us short of money, hence we are handicapped.

I want to put this up to you. A young married man single handed can hardly rent land to farm on, as the landowner wants a man with a large family, children large enough to work, so he can realize on their labor. This is a sin and a shame. What must the young people among the renters do? They are practically denied the land to farm on until they rear enough children to gather a good sized cotton crop; that is what the landowners want. This is November 28, 1914, our schoolhouse doors are closed and may remain so until the first of January on account of cotton. The farmers' union committee that was sent before Congress to ask that that body lend money direct to the farmers might as well been sent before the Parliament of the British Government for the good it would do. I have talked to a great many renters and they all agree that the Washington Government is not for us. We are out looking for relief from this investigation that is going to take place at Dallas, but perhaps the fight may be turned down. Yes; there is a class struggle; one class owns and controls the Government and rules the other class. One more thing I will say and close: The renter is not his own free agent to plant and raise what he pleases, and he don't dare to speak up and talk his politics or his religion to his landlord for fear of having to move next year.

Yours, respectfully,

J. R. GOODGAME.

San Antonio & Aransas Pass Ry. Trip pass. (Subject to conditions on back.) No. 1985. April 29, 1914. Pass E. O. Meltzen, account delegate to S. W. Tex. dist. farmers' union meeting. From Houston to Hallettsville. Good for one trip only, until May 15, 1914. Address Hallettsville, Tex. Valid when countersigned by myself or H. E. Aiken. J. S. Peter, 1st Vice Pres. & Genl. Mgr. Countersigned: H. E. Aiken.

Conditions: The person accepting this free pass, in consideration thereof, assumes all risk of accident and expressly agrees that the company shall not be liable under any circumstances, whether by negligence of its agents or otherwise, for any injury to the person, or for any loss or injury to the property of the passenger using it.

The right to cancel this pass at any time is reserved by the company.

The holder of this pass will at once surrender it should he change employment or accept public office, and will not use it going to or returning from any political convention or on any political errand.

Not good unless signed in ink by person whose name appears on its face; if presented by any other than the person named hereon, conductor will take it up and collect fare.

I am not prohibited by law from receiving free transportation and accept this pass with above conditions and agree not to use it in violation of any law, State or National. Signature: _____

San Antonio & Aransas Pass Ry. Trip pass coupon. Going trip. (Void if detached.) April 29, 1914. Pass E. O. Meltzen. Account delegate to S. W. Tex. dist. farmers' union meeting. To Houston from Hallettsville. Good for one trip only, until May 15, 1914. Address Hallettsville, Tex. This coupon will not be honored for transportation between the points mentioned unless attached to pass of same number in opposite direction.

1914. No. 1985. Trip pass coupon. Going trip. This coupon, when attached to and presented with the accompanying trip pass, will be authority for San Antonio & Aransas Pass Ry. conductors to pass the person or persons named on reverse side hereof, between the stations designated, which is in the opposite direction from the attached accompanying pass; subject to the conditions printed on back of pass to which this coupon is attached. Void if detached. Issued by J. S. Peter or H. E. Aiken.

KERENS, TEX., December 1, 1914.

Mr. T. A. HICKEY,
Editor *The Rebel*.

DEAR COMRADE: Three years ago next summer I conducted a holiness tent meeting in Corsicana, Texas, and in this meeting two people were converted—Brother J. M. Smith and wife. There were others, but these made a statement to me that I thought might be good for publication in the *Rebel*. It was shortly after this meeting that I practically gave up preaching because I was constantly going in debt, while I knew that the Bible said owe no man anything, and in the face of all this I often had to face an audience in which there were people I owed and could not pay; so it was here that I made up my mind to go on the farm with Melgh Owens. I remained on his place one year; then I rented from John Hobson, and here I remained one year; then it was here that I heard H. L. A. Holman, and from that day to this I have been a class-conscious Socialist. This place I was on was sold, so I had to move; so Brother and Sister Smith told me to rent a place from Mr. E. Tramel (Sister Smith's brother), who is a good man, to be sure. I went and rented from Mr. Tramel and for two years I have been on this farm. Now I am informed that I can not stay; and, of course, as I have worked the land good, paid him his rent and dealt honestly in every way, I demanded a reason why, and about two weeks ago I went to Corsicana again, and they had another meeting going on. I was then out trying to find a master that would let me live on the earth, and I was telling Brother and Sister Smith this. Then they told me that if I would come back to the Lord and quit talking socialism that he would guarantee to me that I would not have to move. He said, "Elige Tramel is tired of hearing socialism talked on his place." He said that if I would come back to the Lord, Mr. Tramel told him that he would give me the best team and place he had and help me in every way. You see they regard me now as an infidel and a backslider. I am still preaching, but I do not preach the Gospel as I once did, and the way I preach it now don't suit the master class. I quote such passages to them as James V. 1 to 5, "Go to now, you rich men, weep and howl for your miseries that shall come upon you. Your riches are corrupted and your garments are

moth-eaten. Your gold and silver is cankered, and the rest of them shall be a witness against you and shall eat your flesh as it were fire. Ye have heaped treasures together for the last days. Behold the hire of the laborers who have reaped down your fields, which is of you kept back by fraud crieth, and the cries of them which have reaped are entered into the ears of the Lord of Sabaoth." Tell me what is it that is kept by the owners of land; nothing but rent, and God says it is kept back by fraud. Then the Bible says the common people heard Him gladly; the logical inference in this text is that the rich ruling class did not hear Him gladly. Why? Because Jesus preached an economic gospel as well as a spiritual. He denounced the money changers in the temple, who were buying and selling doves, as thieves. Now, then, Jesus could not have called the money changers thieves if they had sold the doves for what they paid for them. We must change the system from private to public property of those industries that must be publicly used. Then everyone can sit under their own vine and fig tree, where none can molest nor make them afraid. In a word, Jesus denounced the system under which rent, interest, and profit is taken as robbery, and this is why the common people heard Him gladly.

II. O. SYDOW.

OAKWOOD, TEX., December 13, 1914.

MR. T. A. HICKEY.

DEAR COMRADE: I want to let you know how renters are treated in Leon County. Most of us have to furnish well bucket and rope, heating stoves, keep up fences, and then pay rent out of cottonseed that we save to plant back on Mr. Landlord's land. So, in the last seven years, we have gotten so deeply into debt that we will never get out of debt. We will just have to die out of debt. I want to tell you what I have witnessed this fall. I work on a big clearing on Trinity River, and have seen people at work on that clearing that had nothing to eat but bread. I watched them cook it; they just made it up with cold water and salt and cooked it and ate it while it was hot. I asked them if it was good. They said, "No; but we have to live on it." I was not much better off, only one thing and that was cottonseed lard. We were nothing but a set of hogs eating a lot of moss; yet we renters have made our landlords many a dollar. We have to live like dogs, and if something is not done in the next 30 days something is going to happen. I am looking for some men—went around braying and bawling for Ferguson, and right now such men are our starvation.

Comrade Hickey, it is the worst I have ever seen. There are some people who will starve to death in Leon County this next year. The merchants say they can not help the farmers next year. Most of them will go bankrupt. If the Government can not help us we are gone up for a living; so I hope you will get busy and tell us what to do, for it is trouble to know of such a condition.

G. W. WALSTON.

WINTERS, TEX., November 29, 1914.

MR. T. A. HICKEY, Hallettsville, Tex.

DEAR SIR AND COMRADE: I will try, in my ignorant way, to give you some points on some lease land up here in Runnels County. It is owned by John W. Harris, of Galveston, Tex. There are about 14,000 acres of this land, and it is leased out to the people in blocks of 177 acres, at so much per acre. I have been living on this land 13 years. When I moved onto this land it was worth from \$2 to \$3 per acre, now it is worth from \$25 to \$40 per acre. The point that I want to make is: What made this \$2 and \$3 land worth \$25 and \$40? Did Mr. Harris, or was it men like myself? Mr. Harris has not been out 1 cent for improvements on this land and he has taxed the people something over \$100,000 in the last 13 years, and they don't own an acre of land. Now, you see the people have paid him over \$100,000 in rent and they have advanced his land about \$30 per acre. I want to ask you, What have we heaped upon our children's shoulders and whose children will reap the benefit of the advanced price on this land? Will it be my neighbors and mine, or will it be Mr. Harris's and his? Now, some one will say, "Why didn't you fellows buy land when it was cheap?" There were lots of people that did buy, and lots of them have lost their land, and lots of the men have lost their leases to my own knowledge.

I was told last year by a responsible man that himself and 10 of his neighbors would have to pay rent on their places if they stayed on them another

ear; now, this is not leased land—it is private land. These men had failed to make payments, had to pay interest on their back notes, and also rent of their places if they stayed on them. The man that was telling me this would not do that, and he lost his place. Now, what do you think of a system that will allow one man to make slaves of hundreds? We people have worked like slaves and paid Mr. Harris this enormous sum of money to live on God's outstool—where God said the land shall not be sold forever. There are some men up here that own about 160 acres, or partly own it, that think they belong with the capitalist class. They all have from five to eight children. They never think that if they were to die how many children would have homes. Let me say this, that if they were to die they would have just about enough to set them up to renting, for it is impossible for a person to buy this high-priced land and pay for it.

Now, Comrade Hickey, you can publish this if you think it worth space in the Rebel, if not, throw it in the wastebasket.

With best wishes to you and yours, I remain, as ever, ready to do all in my power to change our present system and give everybody what is justly theirs.

E. G. BOGARD.

MARANK, TEX., December 12, 1914.

MESSRS. E. O. MEITZEN and W. S. NOBLES,

Dallas, Tex.

DEAR COMRADES: I saw when and where to address you two to tell of my oppression.

Will tell you that there are 1,300 acres here on this ranch which belong to J. W. and W. A. Taylor, of Kaufman, Tex. There are seven white tenants and several negroes on the back of it, and they want to take everything away from us. Not even one bale of cotton to buy just a few clothes for winter, and you know at the present price of cotton it would buy mighty little. But they want us to sell it and pay them every cent of it. The seven houses on the place where the whites live are not fit for the rich man's wife's b—— dog to live in; and, of course, the negro houses are just as sorry. But the landlords are not by themselves. It is so all over the country. Now, dear comrades, if there is anything that can be done, please do it.

Yours for the right,

J. M. MCKEE.

P. S.—These gentlemen have a \$1,500 cottage right here under my nose, where they stop when they are down here. This ranch is 18 miles from Kaufman. They have bathroom and waterworks, while us poor fellows have to do the best we can for water during the summer. Of course if my name is printed I would have to get away from here.

J. M. MCKEE.

SHEP, TEX., December 7, 1914.

E. O. MEITZEN.

DEAR SIR: I live in Taylor County. Seventy-five per cent of the land is cultivated by tenants. The rent is one-third grain and one-fourth cotton. We have a schoolhouse that cost \$1,200. We owe \$700 on same; school opened December 1. Five children present, 115 other children in the cotton field; no chance for them to go to school until cotton is picked. My children didn't go to school until January 1 last year, and on account of bad weather and lack of clothes they were out part of the time, but the teachers' report showed them in full attendance.

Yours, truly,

J. W. HOUNSHELL.

[Original in German. Translation.]

MOUNT CALM, January 23, 1915.

MESSRS. HICKEY and MEITZEN,

Hallettsville, Tex.

DEAR FRIENDS: If I can be of any assistance to you before the investigating committee at Dallas, I am ready to serve, my expenses being provided for. Should our legislators come under consideration I could, perhaps, with the papers I left with you, be of some help.

I herewith remain, yours respectfully,

JOHN JANK.

TROUF, TEX., *January 25, 1915.*Mr. T. A. HICKEY,
Hallettsville, Tex.

DEAR SIR: You are asking the farmers in regard to the conditions as to living. Well, we are just alive, and that is all. A poor renter—one-third of corn and the fourth part of cotton and all other grain that we raise. We make a very good crop every year, but do not get anything like a living out of it. We plant a big cotton crop, a little corn, and a very little of other grain. We are bound to raise a big cotton crop—that is what our merchant and landlord want. If you don't, then you must go. We give them the control of stock and crop of all for what we can get. Sometimes we get, and sometimes we don't. We are tied hand and foot. Some will let us keep a cow; some won't let us keep anything at all; and nearly everyone wants you to vote his way, or you will suffer. Some have to move. Some of them would stop you from eating if they had it all; but one man, nor two, haven't got it all yet. The houses are not as good as the barns. Water is very plentiful here. Money runs from 10 to 25 per cent; flour from \$1.75 to \$2.25; the best meat 22 cents and better per pound; clothing, 10 to 25 cents and on per yard. We have to make and plant these large cotton crops to keep in sight, so we can get a little more next year. We never get out of debt, no matter how we toil. My son ran from \$85 to \$90 behind. Everything is out of sight. We are just here on earth, and that is all. There is not to-day a colored man able to get a doctor out of our 40 or 50 colored neighbors. A next-door neighbor could not get a doctor and pay for it. I have a mother who has been in bed 10 months. She had the doctor only twice last spring, although she surely suffered with pain. I do not know what to do. I work harder than any one man in this country, but myself and family are still on the rocks and can not get off. Yes, I am willing with all my strength to try to work to help better the times if it can be done. I want righteousness and love and peace among all mankind; then the good Lord will plenty the earth with love, and every seed that we sow will fall in good soil and grow and plenty the whole world. I hope to see the day when every man and women can live under their own vine and fig tree with the love of God in their soul. I do hope that will come to pass, and if there is anything on earth that this poor man can do to help on for better, with peace, I am willing to turn a hand to it with the very best of my brain and with heart-felt love toward all right that will be pleasing to the people and also to God. So I hope you will put this in the paper that I may know whether or not you got my letter. There are lots of people who want to write but seem to be backward; but I never was a man afraid to say to the best of my knowledge the thing that I believed to be right, because I do love the right, and right doesn't put anyone wrong. So I would love to say more in regard to this matter; maybe some day I will get another chance.

Yours,

LEWIS JONES.

CUNNINGHAM, TEX., *December 11, 1914.*

In regards to renterism, I am a renter and have had all kinds of oppression. As far as the bank, it has treated me nice only through the landlord.

As for the merchant and the landlord, they have made it hard for me. I paid them all I made, put in my milk cow, calf helper, wagon and harness, and plow tools. They left me one horse and nothing to feet him on. I picked cotton for something to live on and something to gather my crop on. Now I haven't anything to get my children shoes or anything to live on. All the work I can get is clearing. I and my two children make but 75 cents a day; that is only 25 cents apiece. The merchant and the landlord told me I could live on that or starve. It has been so wet for two weeks that I can't work. The landlord told me if I became sick he would not let me have anything to live on until I could go to work again. I can't even send my children to school. I have got to move, and no place to go to. I could rent land, but I haven't anything to live on, and can't get it. I have always paid my just debts. I will swear this is true, God being my helper. I lacked \$45 to pay my landlord in full, and he wanted me to give him a note for more than I owed him and interest on it.

S. S. WHITE.

BAIRD, TEX., *February 7, 1915.*Mr. T. A. HICKEY, *Hallettsville.*

DEAR COMRADE: I am sending in my list. I haven't near as many as I could get if I had the time to work at it more. I am a very poor man, and I make

scarcely enough to live on. I have to work every day so I can get grub. I have 238 on the list, and I want to tell you that I did not know how ignorant the majority of men were until Socialist cause is cut off considerable. My heart goes out in sympathy to the poor farmers and wage laborers that don't know enough to remedy their condition. I know their struggles, for I am one of them, who are in the clutches of the capitalist's class. I could tell you of cases of renters and their conditions, sufferings, that you would not believe. I will mention one case as the renter told me himself. He has a wife and five children and a very hard-working family. They made 30 bales of cotton. He told me about the time he sold the last of it. His family was without clothing; they had not bought anything for the winter. He had no money and his team was mortgaged, and they were threatening to take it from him. I don't think I ever saw a man so disheartened as he was. I could write in detail and give you enough of such cases to fill a good-sized book, and conditions are worse some places than they are here. What shall we that know the remedy do? Let every Rebel reader do his best to get it and the Appeal into the hands of the sleeping donkey. If I had money to invest in stocks or bonds, railroads or banks, my first investment would be in good Socialist literature for the workers. That is to my mind the only hope for deliverance from peonage. May the great God of Heaven help us to secure our liberty and freedom, and He has promised to help those who help themselves. So we must work and help our brethren to get into the light. Give us Socialism and the religion of our Lord and Savior Jesus Christ will move up on higher plane of Christian living than ever before. The high-salaried preacher that is hired to please and tickle the ears of the people will disappear and men will preach Christ and Him crucified, and they will not be afraid to preach on death, hell, and the judgment, and the people will hear them as they heard the old-time message of the Gospel in the long ago.

Yours until we gain the victory,

A. C. WALKER.

AVOCA, TEX., December 9, 1914.

MR. E. O. MEITZEN and W. S. NOBLE,

DEAR COMRADES: I will write you of some of the conditions that exist in this county between landlord and tenants. And this is not only hearsay, but facts.

In order for my husband to remain on the same place he had been on for four years before this year the landlord required him to let him reserve the right to the house if he should want it himself, but further stated he thought he would not want the house. Sometime in February he raised a howl about his wife and children wanting the house, so he asked us to get out. We had no place to move except out of doors to cultivate his land, so we refused to some extent. Then he required my husband to pay his house rent at town. The owner of the land was getting a pretty good salary at a Government job, but he saw the advantage he had and took it.

Now, another circumstance: One of our neighbor men had the impudence to ask my husband to pick him 4 bales of cotton for the occupancy of the house and work 20 acres of land and pay the usual rent on the land.

Now, this is the state of affairs as they now exist here to a great extent and gradually growing worse.

Yours for justice and right, equal rights to all and special privileges to none.

N. A. WILLIAMSON.

WINKLER, TEX., February 23, 1915.

STATE OFFICE BULLETIN.

DEAR AND BELOVED FRIENDS: I seat myself to drop you a few lines to let you know the situation I am in; and thousand of other, too, are in the same fix. The man I have rented from is Mr. Ben Platt; he is a real good rascal. He furnished me a house not as good as a decent barn, and buys flour at \$1.65 and makes me pay \$2.10 per sack and 10 per cent on the dollar. It is old black stuff that a dog couldn't eat; and he sells me old hogshhead at 15 cents per pound, and everything else that I get is two prices. I bid the Socialists God-speed. I am talking so much in your behalf that my landlord accuses me and my whole family of having the Socialist disease in the worst way, and he has it down just right. I am doing all that lies in my power for the noble, grand socialism. I wish your speakers could come to Winkler, Freestone County, as we need them.

REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

I want to help you, God knows. If there is anything I can do to help you in any way, I will be glad to do so. If this letter will be of any use you can publish it as you see fit. Wishing you Godspeed, I will close.

Yours, truly,

A. F. CRUM.

FRED, TEX., December 11, 1914.

MESSRS. E. O. MEITZEN and W. S. NOBLE,

Waldorf Hotel, Dallas, Tex.

DEAR FRIENDS: I am sending you a list of renters' names that are living on rented lands, and I could give you thousands more of people who are at work in the sawmills who would be on farms if they could get land to farm on.

Yours, truly,

W. H. WHITTAKER.

(24 names.)

TYLER, TEX., December 10, 1914.

MESSRS. E. O. MEITZEN and W. S. NOBLE,

DEAR COMRADES: Am inclosing statement of how I have been treated. It don't sound nearly as bad on paper as right here on the spot. I will make it all right, but do not see what some are to do—they are in distress now. The country is full of such cases. You can't picture the conditions before the commission any worse than they really are.

With best wishes, I am, respectfully,

P. H. RAMSEY.

P. S.—You may use any part, or all, of what I have sent in the Rebel if you choose.

John Horton is a deacon in church. You would be surprised to know how many low-down, dirty tricks he is guilty of in this case, and other also. If I had not been able to raise a little money we would be beggars now. God bless the Christians; I can't.

P. H. R.

Here is my grievance, as requested:

First, I will give the names of the interested parties: J. C. Horton, Overton, Tex., landlord; Albert Horton (his son), Whitehouse, Tex., merchant; Dr. Willingham, Whitehouse, Tex., landlord for next year.

I live within $1\frac{1}{2}$ miles of Whitehouse. John Horton, my landlord, lives at Overton, 18 miles.

I have made six crops in Texas. Have gotten all the credit I wanted without a mortgage. When I moved on Horton's place, he was selling corn at 90 cents per bushel; he sold to me on time, adding 10 cents per bushel for interest, making \$1. He sold me two hogs for \$36 and two cows at \$30 each, with 10 per cent added, making \$66 for the two cows. To make this plainer, will say he had bought out a restaurant in Overton and wanted me to take possession at once, so he could move out near the first of November.

I objected to taking the stock, which was considerably more than they were worth, and he said there would be nearly enough work on the place to pay for them; had corn to gather, cotton to pick, and an acre of cane to make up. He sold the cane in field. He put his son and other hands in the field to break the corn which he had already sold, and the corn was delivered to purchasers, mine included, right there, in the field; so I didn't get a cent out of the corn or cane. We got the cotton picking (\$14). He hired another party to haul to gin. I did some other little jobs amounting to \$4. I expected to make 18 to 25 bales of cotton, 300 to 350 bushels of corn. We had overflow after overflow; my cotton crop was washed completely away; land washed off as deep as I broke. Result: Seven bales of cotton and a little over 100 bushels of corn.

He also agreed to let me have \$100 cash along as I needed it. When I called for the money, he said he would leave it with Albert (his son, the merchant). I sent several times to see if Albert had it, and he said his father hadn't left any. He wrote me a note to come down and he would make it satisfactory. He proposed to let me have goods at cash prices and draw on his father for the money. As that was the best I could do, I accepted it with the understanding I was to have a little of it in cash. Now for the settlement: There had been some ill feeling between John Horton and Dr. Willingham. The doctor asked me to see John Horton and find out if he was willing for

me to leave, as he didn't want to rouse up that old feeling. I saw John H., and he was apparently perfectly agreeable.

Now, this change of places was the spark that soon developed into a roaring ame. My politics (Socialist) added considerable fuel to the flame. I was informed by a friend who was very intimate with Albert H. that his father was going to clean me up, as my cotton would not pay me out. And also told me of a plan to injure the doctor financially.

I could hardly believe it possible.

I offered Mr. H. the 7 bales of cotton and 1 cow and to secure him for balance. He would not hear to it; wanted the cotton, all of the corn, and seed from 4 bales of cotton, and both cows; would not hear to anything else. This conversation was in the morning. The merchants were giving no more credit; was out of money; my family consists of wife, seven girls, and a little boy of 12; my health is poor—not able to hire out by day. I saw nothing between me and starvation. I sold 1 cow that evening, which I thought I had a legal right to do, as I sold 1 hog and consumed the other and the corn and \$100. He threatened to put me before the grand jury for stealing his cow; denied charging interest so he could claim the increase; denied selling me the cows; said he only loaned them to me to milk. He had sent in a statement including the cows, so he could not make that work. We had no witnesses; we both had books; and our books tallied on day of settlement. (This settlement refers to settlement on work and price of stuff bought in winter.) I demanded his book; he denied having any book, but said his wife heard the trade; and I agreed to give the cows back if I failed to pay for them.

Mrs. H. was present only at the dinner table, and I am positive there was no reference made to the trade. I saw I was up against a set of liars and proposed to settle for the cow if they would give me credit for the \$18 work which was to go that way. He refused to do it. I then told him to write a receipt and I would pay for the cow. He wrote a receipt for 1 cow, leaving out the yearling which was included in the sale. I made him change it. I kept the seed from 4 bales, delivered 1 to Albert H., and sold 2. I owed him for one-fourth seed from 1 bale; he took all of my seed, including the one-fourth I owed him. He gave me credit for the whole amount and charged me up with the one-fourth rent from one bale. We had some hot words before he would change it.

All this was to injure my character—a plain case of persecution. I have a little hay left; expect he will take that also.

There are many more cases as bad; some worse.

Respectfully,

P. H. RAMSEY.

Mr. T. A. HICKEY,

Hallettsville, Tex.

MERIDIAN, TEX., December 23, 1914.

DEAR COMRADE: As to my condition and how it came about, I want to say that about two or three years ago I bought 2 spans of mules. The first year I paid about $\frac{1}{2}$ of what I owed for them; the second year I brought my note down to about $\frac{1}{2}$ by letting him have one of the mules. This year I had to pay my rent and could not meet my note. I was only given four days' grace to accumulate \$200. As that was the first of October and no market for anything that I had to sell, I lost my team and all I had paid on them. I had brought my note down from \$625 to \$341, counting interest, and he only gave me back \$45. So you can see how the renters are robbed.

I paid \$350 for 100 acres of land, and what I planted I had to plant in the mud. I could do nothing with about 30 acres on account of the rain.

As to my merchant, I want to say that we have the best one there is. He went to my landlord and tried to get them to give me one-half of my crop, so I could stay and gather it, but they would not grant it. I turned everything over to him for him to get whatever he could out of it. I am now working for wages when I can get anything to do, and as work is scarce I don't see how I am going to make a living.

Yours, truly,

T. A. SQUIRER.

P. S.—I will swear to the above as being the truth, so you can use what I have written anyway you see fit.

9270 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

VICTORIA, TEX., December 7, 1914.

MR. E. O. MEITZEN AND W. S. NOBLE.

DEAR COMRADES: I surely am glad to know you both are going to meet the State commission at Dallas, and I do hope there will be some good come from that meeting, for the bankers and landlords are pressing the tenants so I do not see how we renters can live or exist much longer. The landlord says if the banks do not open up they aim to let their lands lay out or hire Mexicans and negroes to cultivate it, and I do not know just what us poor renters will do. We can not work by the job nor day nor month, for there are no jobs for us. I have been trying for days and months and I am not by myself.

I would to God that I had the brain and could be with you all for those three days.

Yours for success for all the good that can be done.

Respectfully,

D. W. SIRKEL.

EASTLAND, TEX., December 6, 1914.

MR. T. A. HICKEY.

DEAR SIR: I noticed in your paper that you invited the poor people that have been oppressed by landlords this year to write their grievances.

I had a diversified crop on J. L. Fox's place, 5 miles east of Eastland city. I had thoroughly laid this crop and it was in good condition when my landlord began to be angry with me without a cause. I asked him if my crop wasn't as good as could be expected; he said it was. A few days later I saw him in Eastland city and told him I would soon start gathering and marketing my crop. He then said he wouldn't let me have a team to do it with. I told him to do as he pleased about that, and I went to see my lawyer and to get a team elsewhere. I was going to take pay for use of the team out of the rent. This I did and was making good headway. He knew full well according to law he could not keep me from taking pay for use of the team out of the rent. He was so mad he didn't know which one of the fellows he was. He came within 75 yards of where I was at work on the morning of November 27, 1914, carrying a gun with him and raised a racket with me. He then went to town and reported that I cursed and abused him, but did not sue me for taking his rent. Mr. J. W. Hamilton and Mr. H. K. Rowe were present when we had the spat, and they both swore on the stand that I did not curse him at all, and I did not.

The jury returned a verdict of guilty for using abusive language against the said Mr. Fox, the fine, cost and all, was \$25.00. The court was a capitalist court. What do you know about that? I was not guilty and I knew it, so I refused to pay the fine. I went to jail, and while I was there he secured all my crop.

Both witnesses and myself are Socialists and Fox is a Democrat.

Your loving friend,

C. C. IRVIN.

BRADY, TEX., December 17, 1914.

MR. T. A. HICKEY,

Hallettsville, Tex.

DEAR COMRADE: I am herewith inclosing to you typewritten proof of my experience with my landlord this year. The same will explain itself.

You will remember my sending you a letter early in October, requesting you to publish same. I stated I would report the outcome of my suit. It was left to an arbitration and was settled this week. The parties gave me \$73 for the balance of my crop that my landlord had taken away from me. He paid the court costs. I paid \$15 lawyer's fee out of the above.

So my landlord got very angry at me (I guess because I go that much); slipped up behind me and knocked me down and kicked me around until some one took him off. To show you how cowardly he is, he is a regular pugilist, standing 6 feet 6 inches high and weighing over 200 lbs., while I am 5 feet 4 inches, and weight 128 lbs.

Now, comrade, if you think best to withhold this name please do so—you may exercise your judgment about that. I will ask that you publish whatever amount of this document you like. I would like for you to bring out a short letter giving my experience for the benefit of those who read my letter in the Rebel in October, signed "A Share Cropper."

Up with Socialism and down with landlords and capitalism.

J. E. DAVIS, *The Share Cropper*.

[Inclosure.]

Under the contract between J. F. Tindel and myself he was to furnish the land, teams, feed, and tools; I was to make and gather the crop; and each to receive one-half of the crop. As soon as cotton opened enough I went to picking and gathered the cotton just as fast as I could, and was making good headway, when early in October Tindel sent some hands out there to pick cotton. I told the hands I was not hiring any cotton picked; that my boys and I could pick all I had; and that as I only get one-half of the cotton I would have almost nothing left out of the crop by the time I paid for having it picked. Then when I would not hire the cotton picked Mr. Tindel proceeded to sue out an injunction before Judge Harvey Walker, and enjoined me from in any way interfering with any hands he sent out there to gather the cotton, and thereby compelled me to let others come into the crop I had made and was gathering as fast as I could and pick it without my consent. When the injunction was served on me I had out 15 bales of cotton and was picking on the sixteenth bale. I had at that time delivered him 8 bales of cotton and cotton seed and had only received 7 bales myself. At the time he got out this injunction I did not owe him anything. I owed \$198 at the beginning of the fall, but I sold the first 7 bales of cotton which I took as my part and paid those notes off in full, and at the time he sued out the injunction the notes were fully paid. I had only received 7 bales of cotton and the seed thereof, and he had received 8 bales and the seed. He alleged in his petition for the injunction that I owed him a store account of \$40, for which he had a landlord's lien. I did not owe any such store account at all. All that I owed him was for breaking some of the land, which was done before I got possession of the farm and a few dollars for some baling wire and bindery twine. To make his account \$40 he was charging me, I understand, \$2 an acre for breaking 17 acres of land, which would be \$34 for that, and \$6 for other items. We had no understanding as to what I was to pay for breaking the land. His contract was to furnish the teams, tools, and feed, and he had a hand hired who broke the land; and I contend that all he is entitled to for breaking the land is what he had to pay the hand for the length of time it took to break it, which would be about seven days' time, and at \$1.50 a day—which is more than he was paying—it would only be \$10.50 instead of \$34, as he is charging me. All that he is entitled to charge me on all of that account is \$16.60. He owes me an amount on account of \$12.05 in excess of the amount I owe him, so that I did not owe him anything when he sued out the injunction, but he owed me. He alleged in his petition for the injunction that there was then 40 bales of cotton open and ungathered and 50 bales ungathered in all. I then told them that 30 or 35 bales would be as much as I would make in all; then had out nearly 16, leaving in the neighborhood of 20 more to pick. The cotton is now all out, has been out for several days, and I only got 36 bales in all. He harassed and vexed me with this suit so much that I lost enough time to have gathered at least 6 more bales of the cotton than I did gather, and could have gathered all of it during the cotton-gathering season. The hands he put in there picked 9 bales, and my family and I picked 27 bales and the remnant of 425 pounds, and would have picked all the rest if he had not molested us, and would have easily finished gathering the entire crop before the cotton-picking season was over. After putting the hands in there to pick cotton, he sued out a writ of sequestration and seized all he could get of what I picked out. He kept possession of all he had picked, 9 bales, the 8 bales I had delivered to him before he got out the injunction, and seized the rest under the writ of sequestration and took that away from me. The cotton is all out now, and all I have received of the 36 bales I made is 11 bales and he has the rest, which is 25 bales. By his taking this cotton from me in this way my family and myself have been deprived of clothes, shoes, and the necessities of life, which we badly need, and have suffered on account of these privations, and on account of his hiring the 9 bales picked we have been deprived of employment. Under my rental contract with him I was entitled to what I could make out of it and the employment it would give to myself and members of my family living with me and dependent upon me, and he has deprived me of those benefits. His suing out the injunction was utterly unauthorized and unwarranted, as I was gathering the cotton as fast as I could, using all diligence possible and making good headway, and there was no law to authorize him to take possession and take it away from me through the arbitrary writ of injunction. Under the law and under the

contract I made with him I think I was entitled to the possession of the crop, but under no theory would he be entitled to possession of more than one-half of the crop, yet through the writ of sequestration and injunction he has seized and taken into his possession two-thirds of the crop, and has ruthlessly trampled my rights under foot, and has acted wilfully, maliciously, and oppressively.

Under his contract to furnish me tools and implements it was his duty to furnish me a mower to cut the feed crop. When the crop was ready to cut in the summer I hired a hand and was ready to go to work saving the crop of feed, but the mowing blade would not cut, and had to be fixed. I sent the hand to him to get it fixed, and he refused to fix it, and failed to furnish me implements with which I could cut it, and by his failure to do so caused me to lose the value of my feed crop.

He had no right as landlord to put pickers in there to pick out the 9 bales of cotton, as I was picking it, had force enough to gather it, and would have gathered it all during the cotton season; and he is not entitled to charge me and make me pay the cost of picking and hauling the cotton to town; and I contend that I am entitled to the rest of my one-half of the cotton and cottonseed, and that he be required to pay the cost of picking and hauling the 9 bales of cotton which he had picked.

He sued out the writ of injunction illegally and without authority of law, and it would be unjust to charge me with the court costs of that suit, all of which was incurred by him.

He has entered on the premises which I had rented from him and taken my cotton without my consent and in an oppressive manner and now withholds that cotton from me; and I ask that my portion of it be restored to me, so that I can get what is coming to me from it and get the things necessary for my family; and I feel that he ought to have to pay me interest on my amount of it from the time he seized it.

His conduct has caused me to lose the value of my second crop of cane, and I contend that I am entitled to recover the value of that from him.

His illegal conduct in the premises and his malicious and oppressive action entitled me to recover damages from him on account of the way he has treated me, and I feel that in justice I ought to have damages to compensate me for what I have been compelled to endure.

J. E. DAVIS.

709 N. BRAZOS STREET,
San Antonio, Tex., March 8, 1915.

DEAR COMRADE HICKEY: I am inclosing herewith a letter from Comrade de Lara, which I trust will receive your attention, and I earnestly hope you will give him the assistance he requests.

Comrade de Lara is a Mexican from Los Angeles. He has only been in San Antonio a few weeks, but has already done splendid work here, and the comrades are favorably impressed with him. He is possessed of remarkable ability, and you may rest assured that whatever he does will be well done and in the interest of the cause. You can depend on his discretion.

Sincerely and fraternally, yours,

VERA MAYFIELD.

Comrade de Lara is the author of an interesting work, "The Mexican People and Their Struggles for Liberty."

SAN ANTONIO, TEX., March 8, 1915.

COMRADE HICKEY,
State Sec. Socialist Party:

During the few days of my being in San Antonio I have heard of cases of the most brutal peonage to which the Mexicans are subjected by the feudal exploiters of Caldwell, of this State, and how the Mexicans are shot and sent to prison or to the penitentiary under trumped-up charges for refusing to be peonized. I have also been told that sometime ago the Federal authorities tried to investigate peonage without success, due to the well-organized solidarity of the exploiters.

While I am here in San Antonio I would like very much to do some investigating as a Socialist about this and to see the possibilities of doing something practical against such conditions, and I believe that only through the help of the Socialists can it be possible to accomplish something.

Thus I am asking for your help in this matter and for you to put me in touch with the comrades in Caldwell for that purpose. I think it will be good for you either to send this letter to the comrades at Caldwell or to explain to them the matter, telling them who I am and that they can place their confidence in me.

I am doing some lecturing here among the comrades and to the different organizations in the city, even to the Y. M. C. A., all for the good of the cause.

Expecting to hear from you soon, I am,

Fraternally, yours,

L. GUTIÉBREY DE LAÑA.

509 Fifth St.

THORNDALE, TEX., December 14, 1914.

Mr. E. O. MEITZEN, *Dallas, Tex.*

DEAR COMRADE: I will write you on the condition of the land in Williamson County. As closely as I can figure it there is 85 per cent of the land here which is cultivated by tenants' labor, and it is almost impossible to get land without paying bonus of \$1 to \$2 an acre. Some rent for 30 per cent; a great many rent their land on the halves and make the tenant furnish his own teams and tools; on top of all this he must plant so much cotton and so much corn, etc. The renters are pleading with the landlords to cut on the rent; the landlord puts up all kinds of excuses, but winds up by saying he can not cut one cent; and at the same time the merchant tells the tenants he can not finance them another year if they pay such high rents. So you see the landlord is to blame for the renter not being able to pay his grocery bill. I know of one man here who rented 300 acres of land and paid \$8 per acre, and when he started to make this crop he had six good mules and plenty of tools, but when the cotton market opened at 6 and 7 cents he turned over his crop and teams and tools to the landlord and went to Granger and began working for wages. There are lots of other men who are in just as hard shape as this man. The landlords are to blame for so many going broke, because they charge the high rent. I know a man here who has 2,000 acres of land leased and he is subrenting it on the halves, and the tenant furnishes his own teams and tools. So you see the landlord is to blame for giving this man a right to rent this land on such terms. This man's name is Jake Lockwood, Route 3, Taylor, Tex.

We have lots of this kind of renting—anything that is made on the place stands good for the landlord's rent; so if Mr. Lockwood makes a failure the landlord can come in on the subrenter and take his cotton and corn until he gets his rent.

These are all true facts, and I hope this will give you some idea of the condition of the tenant and landlord in good old Williamson County.

J. H. BLACKWELL.

THORNDALE, TEX., December 21, 1914.

Mr. T. A. HICKEY, *Hallettsville, Tex.*

DEAR COMRADE: I will tell you what I know about the landlords riding on the tenants' backs here in good old Williamson County.

Here are some of the ways: The first and worst of all is the money rent, \$6 to \$10 an acre. I know one man here who rented 300 acres at \$8 an acre, and when the cotton market opened at 6 and 7 cents he saw his dog, so he turned everything over to his landlord and went to Granger, Tex., and went to work for wages, so he could get bread and meat for his family. I know lots of such men here, and every one of them fell in the hole that was bored with the money rent. I find it almost impossible to rent a place here for \$3 and \$4. Some rent for 30 per cent; others rent on the halves; and the tenant furnishes his own teams and tools; while there are others who pay from \$1 to \$2 bonus; on top of all this you have to agree to plant so much cotton and so much corn, etc. So you can see from this sketch that the landlord will switch any old way to get all the profit out of the tenants' crops.

I can truthfully say that I don't know a renter in Williamson County who is not in debt for supplies of the last crop, and they are asking the landlords to come down on the rent, but they put up all kinds of excuses and wind up by saying they can not cut one cent on the rent, and if you don't want the place there are plenty of others who do. At the same time the merchant tells us he

can not finance us if we continue to pay high rent. He says the only way he can run us another year is for the landlord to back us up. So you see it is up to the landlords to do what they please with the tenants. I guess we will have to do like the old negro said: "We will have to get on our own land in the public road and keep going, for if we stop they will pinch us for obstructing the public highway." Well, the time is here now, and we will see what the landlord and merchant are going to do with the tenants. Some of the Democrats tell me they will adjust the things as soon as possible, but we have been fed on promises until we are all bursted. Now I want to say right here if every farmer that is running around over the country without a cent of money in his pockets and a Wilson patch on the seat of his pants was arrested for vagrancy the warehouses in the State of Texas would not hold the prisoners.

Now, a word to you: We are partly to blame for the condition that we are in, so the only thing left for us to do is to organize and all come to the front and demand our rights. If we don't do these things, Mr. Landlord or Mr. Merchant or Mr. Banker will not do anything for us.

Best wishes to the Rebel and its readers.

J. H. BLACKWELL.

HULLEDAHL, TEX., December 9, 1914.

MESSRS. E. O. MEITZEN AND W. S. NOBLE,

Waldorf Hotel, Dallas, Tex.

DEAR COMRADES: The conditions are alarming in this part of Harris County. All the land is held for speculation, and nearly all the land is for sale. The average farm contains about 10 acres, for which the landlords ask all the way from \$100 to \$300 rent. The land is very poor; the renter must furnish his own fertilizer.

The land is so poor that you must fertilize every row before you can expect to grow anything at all. The land is so wet, and having no drainage you can not make but one crop out of three. The average price they ask for this land is from \$50 to \$100 per acre. In fact a man can not rent a decent place where he can make his living on at all.

I am without a home and can not rent one unless I promise more rent than the land will produce.

Yours for liberty.

WM. HOERNER.

ANSON, TEX., January 24, 1915.

MESSRS. W. S. NOBLE AND E. O. MEITZEN,

Hallettsville, Tex.

COMRADES: I will try and tell you part of my experience as a farmer and a renter. I can't begin to tell you all of my experiences that I have had for the last 15 years. I lived in Fannin County until it got so a good renter couldn't get a place. You know that it has always been said that a good renter could always get a place, but that is a mistake. I will tell you a reason why. A good renter will move on a place all run down and improve it; when it gets so a white man can live on it, his landlord will raise the rent. Naturally, he will have to move. The worst shape a renter can keep the place is better for him in the end.

I will try and tell you about my present conditions. I made a crop last year, 1914, in Coleman County. I had a good landlord as I ever rented from. He had about 2,000 acres of farm land to rent. He forced me to plant all in cotton or pay \$3.50 per acre for feed land, and I was to put the poorest land in corn or foodstuff. Well, I planted the land as he said, but the bad weather ruined my cotton crop, and I did not make enough out of it to pay my grocery bill, so I had to sell my hogs and my wife's chickens for what I could get for them, or start out and try to make a living working by the day.

I guess you want to know why I rented that way. Well, I hunted Coleman County over and over for land to rent, but I couldn't find any. I know a man in Coleman that owns 35 miles of land in one body, and I haven't got any place to go to, or make a crop if I had the land without help at once. I have five children, three of school age. I can't send them, as I haven't any place to stay on. I know thousands all around me that are in the same fix.

We are just hoping that something will take place soon, so we can make a living, as we can't set down and let our women and children starve to death. The extortionate prices which we have to pay are fierce. I have to pay from 3 to 6 per cent on the dollar for 3 to 6 months at the bank.

As to the grocer, I had to pay him \$1.75 for flour that I could buy for \$1.25 if I had the cash. For sugar I had to pay \$1.20 for 25 pounds that I could have bought for 85 cents if I had the cash.

Well I won't tell you any more at present, for a man that isn't a farmer or a renter won't believe the real truth of our conditions. We are still waiting and hoping for some relief.

Yours, truly,

C. L. DODD.

GRAND VIEW, TEX., December 13, 1914.

Mr. E. O. MEITZEN.

DEAR SIR: I will write a few lines in regard to what I know about farming. I am 49 years old; have farmed all my life; am a renter; have force enough to cultivate 100 acres of land and gather it. I have made 18 bales of cotton this year; have picked out 4 or 5 bales for other farmers; have lived hard; have sold all to the men I owed. Last year I made 13 bales and lacked about \$25 in paying the merchant, and I owed the bank \$300. This year I lack \$300 of paying the merchant and \$350 of paying the bank, which makes \$650. So if they help me through next year, after I have gathered my cotton and turned it over to the merchant and bank, I will, according to the way things have been running, owe them at the end of next year between \$900 and \$1,000.

Last year I had to keep my two oldest children out of school because I was not able to send them, and this year I am in a worse shape than last year. I have never paid more than \$3 and \$4. I can not get a good black-land place, because I will not pay a bonus, so I have to take any kind of place I can get. I have not rented for next year as yet. I can stay where I am if the place does not sell; nearly all the land in this county is on the market.

I have never yet given a mortgage on my crop, but I can see very plainly that if I get any help to make a crop next year I will have to give a mortgage on my crop. So, if I and my family are not peons, will some one please tell me what we are. The renters and day laborers are in worse shape than I ever saw them before. I could write a lot more, but as this may be thrown in the wastebasket I will close by saying

Yours, for socialism,

T. U. ARNOLD.

DAINGERFIELD, TEX., January 16, 1915.

EDITOR THE REBEL, Hallettsville, Tex.

DEAR COMRADE: Will drop you a few lines. Comrade J. L. Taff, of Daingerfield, wishes his paper changed to Lafayette, Tex., R. F. D. No. 1, expiration No. 216.

Will here tell you just a little in regard to my former landlord. If you remember, I wrote you some time back that I was rented out and had to move.

Now, my landlord came back with a proposition like this: That I manage somehow to make a living through the winter (although he would not give me any work); he would rent me another place, provided I would give him the entire management of the crop and agree that myself and family would put in solid time. By so doing, he said, my merchant would take me up late in the spring and run me to make another crop.

You might hand this to our representative to our national land meeting at Dallas next month. Just give you this as a pointer.

Will write more next time.

S. A. BEARD.

NATIONAL CHILD-LABOR COMMITTEE.

March 5, 1915.

EDUCATION AND DELINQUENCY.

"In countries where compulsory-education laws are completely enforced, as in Germany, almost never is a child committed for delinquency." This statement from the Tenth Annual Report of the New York Education Department is considered by the National Child-Labor Committee, which has been watching with interest the Texas campaign for a compulsory-education law, to suggest the whole argument for compulsory education.

"The child who has attended school regularly," says Owen R. Lovejoy, general secretary of the committee, "is rarely found in the reformatory and the State is doubly benefited, for compulsory education not only produces law-abiding, intelligent citizens, but saves the State millions of dollars in the number of institutions necessary for the care of juvenile delinquents and adult criminals.

"If the compulsory education bill which has already passed the house in Texas becomes a law, the 563,476 children of scholastic age who did not enter any public school last year will be returned, and the percentage of those enrolled who did not attend regularly (44 per cent) will be considerably reduced. This will mean an added expense to the State for the establishment of adequate school facilities, but in the end prevention is always cheaper than repair.

"The principle of compulsory education is half a century old, for the first law was enacted by Massachusetts in 1852. Since then 41 other States have followed her lead, and no State that has enacted such a law has ever been known to repeal it except to substitute a better one. The South has invariably used the negro problem as an excuse for being the black spot on the map of compulsory education, or as the State superintendent of education, W. F. Doughty puts it, 'The negro for more than a generation has been our scapegoat for backwardness in educational statistics.' Superintendent Doughty shows, however, that this very desire to keep the negro illiterate is defeating its own ends, because negro illiteracy is decreasing in Texas far more rapidly than white illiteracy. In the decade 1900-1910 illiteracy decreased 13.6 per cent among the negroes, and only 1.8 per cent among the whites.

"It is evident, then, that the South is working on a wrong principle, and Texas will doubtless refuse to let another year go by without recognizing the fact and passing the compulsory education bill."

EL CAMPO, TEX., March 7, 1915.

E. O. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: I see you have been subpoenaed to appear before the Commission on Industrial Relations hearing to be held in Dallas March 16.

I would be glad to give you some of the facts regarding the actual conditions of the workers and renters in this county, which you are at liberty to use if you see fit. Of course I can not go into details in regard to each case, but will mention them as briefly as possible.

One man, a renter, on showing his cattle (a nice dairy herd) to a big landlord, was told "you have entirely too many cattle for a renter."

Another renter bought a span of mules for \$360, paying \$200 cash; the other \$160 became due last fall. When the cotton could not be sold his mules were taken, and now he is buying them back for \$350—losing \$200 in the deal.

Another man had a life insurance policy sold to him by a banker, and last fall, when he could not get the money to pay up, he begged the banker to help him carry his insurance. The banker refused. The man died, and now the widow and babies face the world with nothing to look to.

In regard to the condition of the renters in this county, I do not see how it could be worse. Those who have ambition and who are trying to do anything are building their own cow sheds, hogpens, furnishing their own garden, building their own chicken houses, and in some cases furnishing their own windmills. When one of these renters move, the first load they haul will be lumber to build sheds and pens, as the renter who moves out will already have his lumber hauled away.

In fact, all that is furnished in about 8 cases out of 10 is a two or three room shack with broken windows and a small barn.

Land values or prices are so high that we renters have about given up hope of ever owning any of it, and as a result it is easy to notice the don't care, irresponsible disposition becoming more and more evident every year. Of course this makes the merchants close down on the people and tie them up for everything they get.

This county is in bad, not because we have a Democratic administration, but because capitalism is getting ready to be harvested.

Fraternally,

J. C. SMITH.

BANGS, TEX., *February 8, 1915.*

EDITOR REBEL: I see that you are giving the renters and others a chance through the Rebel to state their financial conditions, and as I have a condition to state, here I come.

I am living on and renting a farm of 20 acres near Bangs, Tex., for which I pay \$5 an acre, rent \$50 in advance, balance secured by good note. I have a family of five, and we live in a small house of three rooms. This is the only building on this 20 acres. No shed for stock, no outhouse of any kind, no water, no wood, no pasture.

I have been in this part of Texas for eight years. I have borrowed money from the banks every year, and the rate of interest that I have paid will average about 20 per cent on the dollar.

I have an old friend, 72 years of age, living near me. He rents a 10-acre farm, for which he pays a cash rent of \$240.

Plenty of other similar conditions could be located in this county, if necessary. I could make oath to the above statements, but I prefer that you withhold my name from publication.

Yours, truly,

J. M. ALDREDGE.

TEMPLE, TEX., *January 10, 1915.*

TO THE REBEL.

GENTLEMEN: I have just finished reading the second land petition in this week's Rebel. I think it is the dope to hand the new governor, so just send me one by return mail (5 cents herewith to pay for same).

We must all get busy. Now is the time to hit the hardest blow. Men are losing their homes all over the State.

One Bohemian in Bell County some time ago bought some land from Joe Childers, a landlord of Bell County, and paid \$9,000, but failed to meet payments this last fall. So Joe closed out, taking the Bohemian's \$9,000, all teams, hogs, and feedstuff; cleaned him up to a finish. He will have to work for wages or on share, if he can get either.

There are hundreds of people in Bell County that can not get either.

The city of Temple is feeding and furnishing fuel to a large number of people now, and matters are getting worse all the time.

Talk about socialism breaking up the home. I guess not.

Yours for socialism,

M. C. RICHARDSON.

P. S.—I am writing this for you to print if it is worth while.

HARLETON, TEX., *February 3, 1915.*

MR. T. A. HICKEY, *Hallettsville, Tex.*

DEAR SIR: Having heard nor seen anything from Harrison County, I come to you with a thought of how young mothers with little babies have to get cross-ties for the railroad company for bread. We have a few clothes, but no shoes on our feet. Some renters have bread once a week, and they beg that.

This is a beautiful country, full of poverty and starvation. Some of the merchants take the corn and cows from the renters.

Send land petition No. 2, as we want to get it back at once. I think we can get nearly 500 names.

Yours, for the revolution,

MRS. DOTE MCCARTHY.

DANEVANG, TEX., *February 13, 1915.*

DEAR COMRADE: Inclosed find \$1 for 3 subscriptions on separate sheet (1 for a year, 2 for 40 weeks; 2 of them are renewals; one of them is a Republican, but he is now on the mourner's bench).

I don't believe that you and Brother Nobles know how the tenant farmers are fixed for money. By the way, the issue of the 6th scores them.

Now, I will give you facts. Last fall, when I lived at Palacios, I wrote you for instructions to organize a renter's union. You sent the papers, and I saw the renters around Palacios. They were all willing to join but one. I found three who had the money to pay initiation fee dues. The first quarter

I went to Ganado. Last week I got two to renew their paper. I bought seed potatoes from one and seed corn from the other. This last party is a neighbor of mine. I hired him to do a little work and persuaded him to take the paper. Now, you see the whole dollar comes out of my pocket, and I would not have had the money if I had not been one tenant out of a hundred who had 20 head of cattle to mortgage for \$100. The banks and business men all turned me down, but I struck an orphan girl that had the money. Others had tried to get the money ahead of me—wanted to mortgage their work teams—but she turned them down.

I could tell you a whole lot the tenant farmers can't do.

Brother, they are in a bad fix, and I am going to work on them while their brains are in their belly. I am going to talk renters' league to them as soon as I catch up with work. Time is pushing me now in the field; it has been so rainy.

I guess I can not vote for the nominations. I have not paid my dues this year; my local went to the bad at Palacios; I kept it going while I was there. I wrote to the secretary, and he told me to keep my money, because there was no one who would take any interest since I left. I am going to do all I can to stir the people up, but it is hard on the tenant farmer to make a living and pay the landlord up.

B. EZZELL.

BLOSSOM, TEX., March 8, 1915.

Mr. T. A. HICKEY, *Hallettsville, Tex.*

DEAR EDITOR: I will write you a few lines to let you and the comrades of Texas and Oklahoma know that we, the underdogs, are still willing to show our teeth when the robbers come along by to see if we are too weak to hold onto the old bone, which is as thin as bat feathers. Mr. Banker and Mr. Landlord think maybe they could squeeze a few drops of 50 per cent interest out of us if we buy a plow on 30 days' time. We have to pay half down and 30 per cent on the balance, also give a mortgage on the plow. You pay October 1, and if you have nothing left you and your wife will have to go barefooted all winter. One man got a man to shear the crop for him, and after the cropper had cleaned up the farm the landlord came and told him he did not like the man and turned him out without his wages. His wife had to be carried to the wagon, as she could not walk. He is now making ties to earn his bread. The landlord never knew when election day came; he had to get out his cotton and give it away.

Most all of the people in here are worse than barefooted, and very near naked. The bankers and merchants get what they make and then would not sell them a pair of shoes. I know some good women who have sewed old rags together for footwear.

I have 50 acres of land myself, title clear, but I am unable to get shoes for my wife unless I have the cash. We are still here, and we are both getting old. I am nearly 70 years old, and am a crippled old relief soldier. Our children are all married and gone; most of them are capital slaves. If we could get a good organizer in this country I believe that it would almost go socialistic by the 1916 election.

Now, brother Tom, you can count on me and my wife in for better times for the working man. You may have the wastebasket ready for this, but if I see this in print I will tell more next time. It is more of the truth, so help me Moses.

Yours for the grand old Rebel,

P. W. REASONER.

LLANO, TEX., November 28, 1914.

Mr. E. R. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: Seeing in the Rebel that you will be in Dallas December 15 in the interest of Texas tenants thought I would tell you the condition of Llano County.

There are 700 farms in Llano County. The county clerk's office shows that there are only 8 out of every 100 that are clear of mortgage. Oxford, a thriving village six years ago and lying 12 miles to the south of Llano, is to-day depopulated on account of landlordism. A few years ago there was a good school of 90 students; this year there is no school at all. They have moved the school 8 miles away; the gin has moved 12 miles away; the blacksmith shop is closed.

There is a still and a small store, which is propped up by two logs to keep it from falling over. The mail from Llano to Fredericksburg has been cut in two. If you write a letter at Llano for Fredericksburg the letter has to go to Austin, then out on the Southern Pacific Railroad.

What has caused all this change? Landlordism.

They claim 40,000 acres of land. There is another man named Stribling who lays claim to 75,000 acres of land. They tore down the houses and turned out the farmers to escape the tax upon the tillable land. The renters are in a bad fix; some of them try to trap in winter; some have to pay the skunk-hide owner the third hide for catching the varmints. Some renters go 12 miles to work and furnish their own tents.

Llano County lost in population (from 1900 to 1910) 1,000 people. So you see that landlordism is depopulating this western country.

There are other persons here who claim 13,000 acres.

There is a fine roller mill here that has been idle for several years, because the landlords forced the renters to raise cotton instead of wheat. There are vacant houses all over the town of Llano.

The credit merchants and banks assist the landlords in forcing a large cotton crop upon the renters. There is no earthly chance for diverse crops as long as a few own all the land.

On and up with the Land League of America!

Your comrade,

N. W. TERRY.

GORMAN, TEX., November 26, 1914.

EDITOR THE REBEL, *Hullettsville, Tex.*

DEAR COMRADES: I will send you the report from our ballot at Kokomo, Tex.: Socialist, 21; Donk, 9; Republican, 3. There were several Donks that didn't vote on account of the head of the ticket. Now don't you know I would hate to belong to a party I wouldn't vote in. Of course, they haven't any party and don't vote; we as Socialists know what we are voting for.

Well, we renters in this part are up against it; the merchants and bankers are taking lots of teams, cows, hogs, and anything they can get that will bring money. I do not know what the poor people are going to do in this part of the country.

Some who own their land will be compelled to lose what they have paid on it. Oh, why can they not see that socialism is the only remedy and vote for their family one time.

Yours, for victory,

J. A. McNEELY.

LAMASCO, TEX., November 27, 1914.

DEAR HICKEY: I am going to give you a sketch of how things are in Fannin County.

In the first place, let me say that 8 out of every 10 are renters, and they are mixed up; part of us are working on the halves, and the main crop is cotton. Our cotton crop in this country is short and corn is almost a failure. There are but few men in this part of Texas who have enough corn to last longer than the 1st of next March, and only a few have meat enough to last that long, and all of us poor serfs or tenants are in debt for supplies for this crop. With cotton at 12 cents there will be lots of men who can't pay out and have a 5 cent piece left.

Now, Comrade Hickey, this is not all that is before us; our merchants tell us that they are in just as bad shape as we are. Unless we pay them they can not help us next year, and our cotton will not pay half we owe. The banks are not putting out anything, and the land hog is trying to soothe our minds by telling us that Woodrow is going to see that we don't suffer, and 80-per-cent Ferguson is soon to take charge at Austin, and things are going to get better.

I have talked with lots of men in this country—that is, lots of the renting class, and some who own or partly own their homes—and they tell me that never in their life have they been in such distressing condition; and I want to say further that we renters are living in the most miserable huts, absolutely unfit for cow barns; yet we are in them, and if we say anything to Mr. Landlord about fixing a better house he will say it is no trouble to rent. So there you are, and must just put up with what you have or move and let some other poor devil take your place.

Now, a word to the boys: It is part our fault. If we would come together like men and demand our rights we would get much better treatment. Comrades, stop and think; there is not a paper in this Government that has taken the stand that the Rebel has and I think we owe it our support.

I sent in eight subscriptions just after the election and now I am hustling for eight more. I am going to get them; others can do the same.

Comrades, you don't know what is in the future. The past three years I have had four orphan children to feed and clothe. Now I am having to do my own housekeeping, and I think that just about as bad as voting the Donk ticket.

With much love for our Rebel, I am with you to the end,

J. A. CHAPMAN.

YOKUM, TEX., March 9, 1915.

EDITOR THE REBEL.

DEAR COMRADE: I am in on any plan of organization you may adopt.

The plan to nominate our State ticket a year ahead of the primaries is in accord with dreams I have had for some time. So may it be.

Now, I am not a renter. I own a littel 80-acre Freestone County sandy-land farm, but I can give you some experiences which would shame a fifteenth century serf or a Mexican peon.

Three or four years ago, after denying my family of everything except the bare necessities of life, I succeeded in paying my place out and had \$50 left. We were living practically out of doors. After consulting with my wife, we decided to borrow \$200 from the bank. We did so, mortgaging all our live stock and cotton crop, of course. Before this note was due our baby sickened and died, adding a doctor's and funeral bill to our expenses. Then a horse died. We then borrowed \$150 to replace him; so, when pay day came I fell short \$200 and lost two more horses. We borrowed \$200 more. So this fall I owed the bank \$430, besides a store account. I made seven bales of cotton, which sold for 6.87½, and paid the bank \$179, the store nothing. The banker very graciously agreed to let me have two bales of cotton and run me over for the balance by tying up everything again, and had the audacity to tell me that I had to pay 12 per cent interest whether it suited me or not, as they had to borrow money and pay from 3 to 5 per cent, and interest had gone up on them; beside, they must have food and clothing themselves. Of course, I know who must pay this bill, though myself and family must suffer.

I could go on and fill page after page on this subject, but what's the use.

EMIL H. KORGES.

[W. H. Nichols, dealer in general merchandise.]

MCRAB, TEX., ROUTE 1.

Iranhoc, Tex., December 26, 1914.

E. O. MELTZEN.

SIR: I am sending you the result of an investigation of the renters and small landowners of the northern part of Fannin County. In the first 100 names that we got, taking the names as they came, 10 of which owned their homes, these questions were asked, all alike: First, Do you own your home; second, if not, how do you rent; third, are you out of debt; fourth, can you finance another crop without help; fifth, are your children in school; if not, why not.

The renters' answers, with few exceptions, were "No." The small landowners, by getting all that they made, could answer "Yes." Those renters met and asked the question, What are we going to do? And it is the most serious question that they ever asked in their lives. If you can answer it for them it will be a favor long remembered. We have had two crop failures here, and the present price of cotton has left the most of the renters in a pitiable condition; not able to pay their debts. A large portion have nothing but a large family and their appetites. Home owners are on the decrease. Some renters that made a crop last year can not make one this year. If the people owned the land here they could stand the present skin game a little longer. To divide with the landowner, the banker, and the merchant is going to bring a collapse. Already small business men are facing bankruptcy. The landowners here sometimes sell land to a farmer to get one-half of what he makes till the land is paid for, and I heard one peddler of land say that he never had but one man to get away from him with the land, and this man sold to another man and paid off his

note, or he never would have got out of debt with his land. Lord, it is just out of the question to think of a man buying a home now at the present prices of land and ever paying for it from the proceeds of the land. Land is priced here at \$25 to \$50 and \$75 per acre, and the idea of a renter owning land has about banished. He no longer has any hope of a home of his own, no prospect of a home for his child; the one thought that seems to be general in the minds of the people is that a revolution of some kind is on. Some expected the Democratic Party to help the average man, but nothing but ruin and disaster, ignorance and poverty is stalking hand in hand with not even a promise of help. They say summer is coming, and if we will be good that we will get our reward up yonder where the sun never sets and the dew never falls.

Yours for better conditions,

W. H. NICHOLS.

SIMMONS CITY, TEX., December 20, 1914.

E. O. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: I see in the Rebel where you advertised for our comrades to write to you about how our landlords have treated us. Well, I shall say that I for one have been treated badly in the past; and I don't know how I shall be treated in the future. One landman, I shall call him, pastured my crop in 1912 and there was three of us—they were my brothers and myself. The landlord and a merchant got all we made. In 1913 I and my brothers rented what was called the Seth Garner ranch. It was said the ranch was 800 acres. His son, Mr. Sidney Garner, rented the said Garner ranch to M., L., and I. After Mr. Garner let us have his father's ranch to cultivate, he said that we could do as we pleased with what was there. After telling us about the pastures and about the fields and so on, Mr. G. sold out to Mr. Stout. Then things changed and he completely run over us; me in particular. He was always trying to boss me, and he seemed to want to pick at my work. They come and took the fruit and tramped on what we planted in the orchard; they even cut our cane and shoots of our corn. Mr. G. gave us the orchard free and we were to have all we could make on the orchard if we would clean it up and cultivate it. It took us about one month to put it in shape for planting. The country there at Cadiz is full of grass burrs and it is hard work to pick cotton in it. Well, when time came for us to gather our crops we gathered our corn and some of our cotton. There were 9 acres of cane feed and 2 acres and over of corn. Mr. S. wanted possession, so we had to move and he got what we had not gathered, so he got all our feed. Well, this is only a sketch; I could tell you something more, but it is useless, so I will cut my facts short right here.

I will tell you something about coming to Simmons City. I started out to find a place to rent, and I hardly knew which way to turn. I traveled all day, but I never saw nothing hardly but very large pastures and not much stock, but no houses by the way. By and by I camped in the Lion Lane and the next morning I turned down the road to Simmons City, Tex. I got there about 12 o'clock and met Mr. Darnell, the land agent.

We got on a deal of some land and I went back and went to moving to Simmons. I never saw so much land all under fence as there is here. And to think how many poor people are without homes and so much land tied up with barbed wire, and it out of use. There has been one man killed since I came here, and I and my two brothers and the sheriff was there.

We carried 7 bushels of corn to the Oakville mill and some man stole our corn. I don't know whether the miller at Oakville will make good our corn or not. We are not able to lose our corn, it is our only show for bread.

I and my brother, Mark is his name, have a lease for a year. He and his family are living on corn bread and water most of the time. It took all his cotton and part of his corn to pay his store account and he owes a lot yet. He gets a little milk, but not enough to do much good and he has a house to live in.

I and my mother have to take the weather as it comes, living out here in a tent. I went to Three Rivers, it is a station or a town. Well, I saw two young men sitting down eating a green pie melon. They said they had had nothing to eat since the morning before, and they said they were afraid to beg for fear of being arrested. They could not get any work so far; that they came all the way from San Antonio and had not struck up with any job. I told them to go to a place where some men were digging a well, as they might get in there.

9282 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

The people are in a bad shape in this place, but they are killing some game along here and some are killing rabbits for a living, but I don't think they bring them very much.

I do not know whether you can read this that I have written or not; it is misting rain and the smoke almost blinds me. But I will send it along and you can do as you think best with it. Capitalist speculators come in here and do more hunting than those that live here. They owe the poor class of people for all they are worth. The Bible says owe no man anything but love, and so they pay in stones for our bread and a serpent for our meat.

Well, I will bring my remarks to a close; remember I am with you all in a good Armageddon battle until won.

J. L. WEBSTER.

THOMASTON, TEX., February 10, 1915.

Mr. E. O. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: I rent at third and fourth. The house here is 14 by 11; kitchen, 14 by 7, is joined on to the side of the house; has no ceiling. There is one wooden window. The roof is not much good; is in bad order.

I have three sons and have to sleep in the crib, which has no battings.

The water has to be gotten from the river, which is about 300 yards away. I have to water the horses in a tub; there is no stable. I have a little pasture for four horses, but it is on the side of the river where there is never any grass—only cocklebur.

CAMPOS.

THOMASTON, TEX., February 10, 1915.

Mr. E. O. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: I have a good house, stable, and well. I have to buy the wood. I get \$6 a month and we are starving on that. The horses are not good.

I rent on halves. I get a piece of land for garden, but have to give half.

Y. MEDRANO.

THOMASTON, TEX., February 11, 1915.

Mr. E. O. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: I rent on third and fourth. The landlord would not let me have land for garden. He never has built a crib or stable; only a one-room 7 by 9 cottonseed shed; nor would he give me corral or pens.

The water was inclosed, but I had to buy the pump. When I get out of a fix I have to pay for it. The landlord will not let me plant feed for my teams; I have to give part of top fodder.

He does not want to fix the house for me. If a child walks across the floor the whole house shakes; the wind comes through the cracks. When it rains everything gets wet. This house was built 50 years ago. I have been here 15 years. Does not say anything about my milch cows, but will not let them and the horses get water from the place.

HERNANDEZ.

THOMASTON, TEX., February 11, 1915.

Mr. E. O. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: I rent on halves. I have a house, 14 by 14; two rooms, one of which is so small that one person can hardly stand in it. I have six in the family—all boys.

The tools furnished by the landlord are not fit to work. All work has to be done by force of human labor. He does not fix the tools. I have a limit on groceries, but can hardly live.

I asked for credit to buy some clothing for my wife and children and he denied it, unless I would give a mortgage on my horse.

MANUEL LONGORIA.

THOMASTON, TEX., February 10, 1915.

Mr. E. O. MEITZEN, *Hallettsville, Tex.*

DEAR COMRADE: I rent on third and fourth. I have a good house and a good well about 300 yards from the house. The landlord did not give me a stable,

so I had to build it at my expense. I also had to put a windmill up; he would not.

I was allowed to raise hogs and a few cows, and the landlord gave me a patch to plant cane for feed and a garden; but I have to manage his farm or ranch. I get free wood.

LUIS BONES.

OAK WOOD, TEX., December 5, 1914.

Mr. T. A. HICKEY, *Hallettsville, Tex.*

DEAR COMRADE: I will let you know how we are getting along. My story will shock you, I know.

We people are starving. We can not get an work to do at any price. Never made any corn and only half a cotton crop, and got but 6 cents a pound for it. We just paid half out of debt. We can't buy any winter clothes. We gathered our cotton on nothing but cotton-seed lard made into gravy; no hope here for meat. It is trouble.

I want you to help us to call on the Government for help, for we need help so bad. Some landlords are helping their renters in this bad time. We can't make any crop, if something isn't done. We can't bury one of our family. I knew a good man that died last week and the county had to buy his coffin. He was a young man and a good worker and a good Christian. If I were to die to-day the county would have to bury me; not only me but nearly every renter in this country.

I want to tell you that I have lived honestly all my life; never committed a crime in my life; but I am ready to do something that will help my starving family; if it takes my life, let it be.

Comrade, tell us what has caused this trouble; panic? Some say the war with Germany; some, the Democrat administration. I am going to tell you what has caused it here. For the past seven years all of the land has been fenced up by big land hoarders and they force the renters to plant nothing but cotton, until cotton put us on starvation. They would not let us renters plant corn and raise stock. That is the way I look at it.

Well, I have told you enough. If you don't believe me, just come and see for yourself.

Yours, truly,

G. W. WALSTON.

BAGATA, TEX., December 8, 1914.

Mr. W. S. NOBLE.

DEAR SIR: As it is your request for a letter from the people, I will write you a few lines this morning. Times are hard with us at present. We haven't made much of a crop and got but little for it. I don't know what the people are going to do, unless they can get some help from somewhere. If the people don't get help they will suffer before they can get another crop. If you can do anything for us it will be highly appreciated.

So I will close, hoping you will have good times again.

J. M. SMITH.

NORDHEIM, TEX., December 11, 1914.

Henry Sharwts, landlord, v. Ysidro Madrigal, tenant.—Henry Sharwts had two tenants, both were brothers; Ysidro Madrigal paid all his accounts, but the brother left owing the landlord \$36. Both had separate accounts and separate land, so the landlord put an attachment on the household of both. One stayed for next year and Ysidro Madrigal left the place and was not allowed to get not even a shirt or blanket or a dress for children or wife.

Fritz Remmer v. Encarnacion Aguirre.—Aguirre is renter of Remmer, of Shiner. The tenant pays rent money. When Remmer told him to hold the cotton until he could get 12 cents. When cotton got to 5 and 6 cents he demanded the rent, while tenant protested to sell at that price; so landlord drew an attachment on 17 bales and still the renter was left owing \$40.

H. Stemmer v. E. Aguirre.—Aguirre let Stemmer have \$200 at 6 per cent. Said money was to pay interest on a note that Aguirre owed on 100 acres of land. Aguirre has let H. Stemmer have as much as \$700 for several times, and has traded with said merchant for 10 years. When he went to get the money H. Stemmer paid himself, on the store account; that let Aguirre lose \$1,000

that he had on the land; so among friends was raised \$300 and the interest was paid. Otherwise would have lost.

Oscar Schulz v. Ben Hernandez and Francisco Chapa.—Said Schulz is manager of Carl Arnold's place. Said Schulz wanted to hold the cotton for better prices. Tenant demands him to furnish money to eat and pay cotton pickers, and not to sell until cotton be worth 10 cents, but he said he didn't have any money, so tenant sold cotton and gave him half. He tried to hold tenant with six-shooter; then A. A. Lyn, constable of Runge, was called and all was explained to him. He gave order for tenants to take their cotton to town, but made remarks if tenants didn't obey said Schulz for Schulz to shoot tenant.

Two orphan boys, nephews of Mrs. Ben Hernandez, came to see Mrs. Hernandez, and they turned horses loose in the little pasture. This was Saturday evening. Sunday morning G. Schulz took horses and demanded \$200. Mr. Ben Hernandez went and saw Deputy Sheriff O. B. Haynes, and Mr. Haynes phoned to Schulz to come to Runge, where he went and was told to deliver said horses.

Oscar Schulz v. T. A. Hernandez.—Schulz wanted to put pickers on Hernandez's cotton, to which said tenant objected, because cotton pickers and landlord would take all the money, as picking was 80 to 85 cents; cotton was bringing 4 to 5 cents a pound, and there was nothing left for tenant and family to live on much less to pay the store bills and doctor and drugs. He also said he would hold about 100 bushels of corn, so tenant went to P. S. Schleicher, county attorney of De Witt, for advice. He said, "Pick your cotton. Pay as much as you can to every man you owe, and pick your cotton yourself. Tell Schulz to bring a civil suit against you if he does not agree to what you are going to do. If he brings a suit, I will represent you and wouldn't charge you even my expenses; it is a shame what they are doing with workmen." So by the time Hernandez came from Cuero, Schulz had hired an attorney. So said attorney came to Hernandez's home and told the wife to tell Mr. Hernandez to come to his office at Runge, which Hernandez did. After going over the case the attorney for Schulz said, "Go ahead just like Mr. Schleicher, county attorney of De Witt County, told you to do." Schulz's attorney said Schulz is crazy.

Echardt & Sons v. Renters.—Echardt & Sons, landlords, required renters to haul the cotton 20 to 25 miles to Yorktown, where they have a gin and are shareholders of the cotton-oil mill. The renters go from near, or about 6 miles from Runge, and pass Nordheim to take cotton to Yorktown, about 20 miles. Also they bring cotton from near, or about 5 miles from Nixon.

They used to have German, American, and Bohemian renters, but they refused to do as the landlord said, so now they have Mexicans, and all of them trade at their stores or pay \$50 bonus. Some, it is said, have agreed, while others are leaving the places. Charles Echardt, when we first organized the Renters' Union of America, said to the president if we had any meeting he would put all in jail. John Butler, justice of the peace of Nordheim, Tex., said to one of the members that if he would find out when the renters had a meeting he would order them all put in jail. Threats only, never doing anything.

August Burow v. Cristofal Meza.—Burow rented Meza 100 acres of land for five years. Meza done all the work with his teams; cleared the land and broke it, put up fences, and took out all the wood. Burow didn't pay for all this work and took the place from Meza.

August Burow v. Alberto Chapa.—Landlord told tenant he (landlord) would let him have all the money to pay cotton picking and give credit to get something to eat, and that he wanted to sell cotton when it reached 12 cents. When cotton got to 5 and 6 cents he sold it for 7 cents, and tenant was left in debt; no payment to store; all went to the landlord and the cotton pickers.

Robert Riedel v. Francisco Chapa.—Francisco Chapa owed Riedel from one year before. Chapa had a bale of cotton which was mortgaged to Charles Arnold. Riedel took it from F. Chapa and sold it to pay himself. Didn't give tenant one cent to buy something to eat. Had to raise a subscription among the tenants to get something to eat for said family.

Julius H. Men v. Romon Alaniz.—J. H. Men refused to give tenant something to eat and wouldn't let him have money to have cotton pickers, because the wife of said tenant was confined and sick. Landlord took all cotton—about 6 bales in the field—and 100 bushels of corn.

Asterloh Neutzler v. F. A. Hernandez.—F. A. Hernandez had spent from \$300 to \$400 every year; also recommended many customers to said firm.

Said Hernandez had dealt with said firm since 1889, and always paid except this year, as said Hernandez was hurt and had been in bed since the 16th of November. Sent a boy to go and sell one bale of cotton and was paid 2 cents. Bale weighed 571 pounds and brought \$11.40. Five dollars was paid to landlord, and the balance was paid to said firm. Then was asked to advance \$6 for groceries until he picked one bale, and was refused. Man in bed and children and wife crying for something to eat; that is enough to cause one to be a Zapata or Villa.

Mrs. J. Taylor v. Renters.—Mrs. J. Taylor last year let the renter have a few old tools to work the land, tools valued at \$40. This year the renter didn't have the money, but had 5 hogs, and they were taken away from him at \$3.50 apiece, while E. De los Santos offered \$6 a head if sold to him, but the manager of Mrs. Taylor said that he wouldn't sell them at \$10 a head.

Amos Lewis v. Francisco Rodriguez.—Francisco Rodriguez rented 100 acres from Amos Lewis at \$5 an acre. He couldn't pay the rent; he only paid \$250 cash, and landlord drew an attachment against mules, wagons, cultivators, planters, corn, feed, and everything, and he was left on public road. When the landlords stand good for tenants they give so much per month; if not enough, they have to work and go hungry until the 1st of the month.

Near Runge a landlord was unable to get a hand to pull corn, and he went to the tenant and asked him to go and help him pull corn, but the tenant told him he had too much cotton to pick. Tenant asked what he would pay by the day, and the landlord said 50 cents a day, so tenant said he should look for some one else. The landlord took a stick and hit the tenant a blow on the arm and broke it in two. The law wouldn't pay any attention to such cases, so renter or tenant left and lost his crop.

Landlord made an attempt to rape a Mexican tenant's wife, between Charco and Runge, and complaint was entered in justice court. Landlord sent word that he didn't have time to come to answer to said case unless he was paid for time lost.

A Mexican came out of a saloon and stepped on a banana peeling and slipped to the sidewalk. A deputy was close by, and he took his six-shooter and beat him over the head and put him in jail. He had to pay a fine, as the officer said he was drunk, but the barkeeper said that was not so, as he had had only one glass of beer, and that he had never seen him drunk in 10 years.

Landlord (do not remember name) v. F. Guerra.—Because Mr. Guerra had his crop clean, and with plenty crop, and landlord couldn't clean his crop, he took the crop from Mr. Guerra.

NORDHEIM, TEX., December 18, 1914.

MR. E. O. MEITZEN.

DEAR COMRADE: I have to say that with this I inclose some testimony: of course, I could send hundreds, but as soon as I am able I will do so. Of course, if I am called before the investigation committee of the Federal land investigation, I will tell more, better and exactly

I am to serve,

F. A. HERNANDEZ.

Echardt & Sons v. F. A. Hernandez.—F. A. Hernandez owed a note of \$160 to said Echardt & Sons, and on or about the 10th of April said F. A. Hernandez called a meeting, and on or about the 17th of April organized a local of the Renters' Union of America. Said Echardt & Sons then brought a suit to recover said money, when they knew it was impossible to be paid by F. A. Hernandez, but with the object of weakening the character of said F. A. Hernandez. They brought a suit by their attorney, I. Boal, of which charges, cost, and interest amounted to \$119. Of the same \$19 was paid by the constable of Nordheim; he helped the said F. A. Hernandez with that much; balance was paid by F. A. Hernandez.

MOUNT SILVA, TEX., March (?), 1915.

DEAR COMRADE: I first rented land and moved on to the Steiner Valley farm December 18, 1884. There were 85 families (more or less) renting and cultivating land on this farm. Several families lived in tents, while frequently two families would be found living in the same house.

All renters are hired by the day, as laborers, on said farm.

Judge Dyer, who was one of the first (if not the first) county judges (a Democrat), was the superintendent of the farm and a real good-hearted man, and treated us all so well that we learned to love him for his kindness to us.

There was a schoolhouse there, and all religious denominations preached in it. Prof. (Capt.) Wasson, a renter on the farm, taught our school, and he was also a son-in-law of Judge Dyer, but the captain was a Populist and a candidate for Representative once on the Union Labor ticket, and then came out for Populism, and, I think, was nominated and ran for Representative on this ticket. Judge Dyer was also at this time a Populist.

The renters were practically all Farmers' Alliance men and had a strong organization there. Every renter was doing the best he could under the renting conditions, and had a good school and plenty preaching and Sunday school, and we were as happy as renters could be for six years.

Then, after six years of hard work under good Judge Dyer, there came C. D. Johns (who married Miss Bessie Steiner), a lawyer; from Austin, Tex., and put up a store at Fowler, and came around to each of the renters and told us that Cleburne, Hillsboro, Whitney, and Morgan were charging us too much profit on goods and that he (C. D. Johns) was going to sell goods at 10 per cent above cost to all the renters, and he insisted that we give him our trade. We began to do this and traded with him one year, and we were charged more for goods than we had ever paid in years past at any of the other towns, viz, Cleburne, Hillsboro, Whitney, and Morgan.

So at the end of the first year we practically quit buying supplies at C. D. Johns's and began to do as we had done for seven years prior to his coming, and traded at other towns. Then we lived on the farm pretty much as before for two years, although the most of us bought a few supplies along from C. D. Johns's store, because we were working under him as our superintendent (he having discharged Judge Dyer and elected himself superintendent), and we felt that he would chase us off if we did not divide our trade at least with him. But he finally made us such high prices on goods that we just quit him altogether.

Then came the change, and it was in 1894 that the renters made their last crop on the Steiner farm.

In September, 1894, we renters got wind of a movement on the part of C. D. Johns to rent the farm out to be cultivated on the halves. We went to C. D. Johns and asked him about it, and he would not tell us what he intended to do about the renting of the farm. This was in September, and we had a splendid crop, and the best crops on the farm easily made one 500-pound bale cotton per acre. I, myself, gathered 40 bales off of 50 acres and fully 5 bales remained in the field that I could not gather by Christmas in 1894. We gathered all our cotton that we could and could hire gathered by Christmas, and in December, 1894, there was a gang of Texas State convicts came in and pitched their camps, and promptly on January 1, 1895, the guards marched the convicts into our cotton patches, and with sticks and by hand they began to and did knock down our cotton which we had been unable to get picked up to that date.

I myself had fully five bales of cotton in the field, and my father had died in August, 1894, and left my mother (then over 61 years old) and she could not get all of her crop out. She hired one man, who had helped my father cultivate 30 acres in cotton, and when January 1, 1895, reached us my mother had 16 acres of cotton that had never had a lock of cotton picked, because she could not get pickers, and there were several other renters that had many bales of cotton in the fields. Yet not one of us were permitted to gather our cotton after January 1, 1895, and the Texas State convicts knocked it down, got in a line, and were forced by the guards to kick these stalks, laden with our ungathered cotton, into wind rows with their feet—thus making stalk rakes of their limbs.

Now, be it remembered that all farming lands in those parts of Texas were and are always rented by or before July. So, this being the case, which is the truth, we, not less than 60 families of renters, were not able to get any land anywhere in 50 or 100 miles of the Steiner Valley farm, near Fowler, in Hill and Basque Counties.

Now, pause a moment and let me tell you the most heart-rending portion of my dreadful experience, as a result of landlordism in Texas. For all these years 60 families had worked together in peace; our children had gone to the same humble schoolhouse, which, by the way, we had built with our contributed money and labor, and in which we had met every Sunday in worship

of the meek and lowly Nazarene, and in whose name we had taught our children to trust as in no other, and we had met in this little schoolhouse around the cold and lifeless forms of our beloved fathers, mothers, brothers, sisters, and children, whose lives had been spent on the old farm which we had learned to love, even as if it had been our own. Of course, we had to pay tribute to the landlord, but custom had taught us to be contented with our lot, and on July 4, May Day, San Jacinto, and Christmas we had made merry and praised God for the "land of the free and the home of the brave."

But, alas, we—not less than 350 men, women, and children—in the very dead of winter had to load up in wagons and bid goodbye forever to what we, in other years, had learned to call home; and that is not all, either, for we had to look for the very last time on the little schoolhouse from which had been held the many funerals of our loved ones; and last, but not least, we looked for the very last time upon the graves of those most dear to us and bade each other an everlasting farewell amid a sea of tears which freely flowed from our broken hearts and which no language can ever portray.

Now, these convicts were not hired by the State to C. D. Johns, but Johns simply rented the great Steiner Valley farm of 4,000 acres to the State of Texas on the halves, for how many years I do not know.

We had to pile up our farming implements and corn and sell them and it to any one and for any price.

Most of the people went West, and I came to Smith County and bought 190 acres, and for the same I paid \$2.50, \$5, and \$8; have lived here since 1895 and still owe \$400.

C. D. Johns told me one year that the rent on the land I cultivated corn and cotton paid him \$6, even though cotton was low.

The story is that this land only cost old Dr. Steiner a pony and a quart of whisky. Dr. Ralph Steiner, now health officer of Texas, by Colquitt's appointment, and A. S. Burleson, Postmaster General, by the appointment of Wilson, are the heirs of old Dr. Steiner who opened up this farm.

Johns and Burleson married the sisters of Dr. Ralph Steiner, of Austin.

Inclosed is a list¹ of the old renters who once lived there and who were forced to leave there at the same time I did. Also a list² of men (not renters there) who know of the facts in this case.

I left the farm in March, 1895, and the convicts entered the field right at my gate, and the guards used to curse the convicts right at my door and in front of my wife and children. Some had to leave just debts because of not being allowed to gather the cotton; I did not, but some did.

D. A. CLINE.

NORDHEIM, TEX., December 5, 1911.

Mr. E. O. METZEN.

DEAR BROTHER: I take the pleasure of dropping you these few lines. I am just up from bed. On the 16th of November, on Monday, about 10 o'clock, I was going to Runge. As I started from home, the horse run away when I was about 150 yards from the house. He broke the jumper and struck me on the left side, breaking three ribs. For 12 days I was between life and death and unable to get a doctor or medicine. On account of that all wanted cash. But now I am able to be up since yesterday, although it seems that I am injured internally.

About those two letters I told you I would send to you so you could publish them in the Rebel, I am not able to find them. I suppose they were put in the fire by some one of the children, but I will assure you that if I get other ones I will send them right straight to you.

Now, I want to tell you about what is happening in Karnes County. Of two tenants (I can get their names) the landlord demanded that their wives should go to work in the fields, which the men wouldn't allow, because said women were ready to be confined, which happened in a few days. So, for that reason the tenants were put out of the place and got nothing for their work.

Another tenant in Charco, Gollad County, was forced by the landlord and merchant to pay all he owed them, which he did, with all his corn and one horse. After all was settled the landlord said to him to stay on the place for the coming year, but the tenant told him he wouldn't stay any longer; the deputy

¹ Not printed; 32 names.

² Not printed; 10 names.

sheriff, brother-in-law of the landlord, told the tenant if he didn't stay he would arrest him and take him to jail, and put his hand on the bum. The tenant drew a gun and shot the hat off the officer. In a few hours a big mob was after the tenant, while some one telephoned to the county sheriff. After said sheriff made investigation, he said that the man had a right to protect himself, and that the officer had no right to put a man in jail for not wanting to stay in said place.

Now here in Round, Karnes County, the landlord is the owner of everything that is among share croppers. The cotton is ginned in the name of the landlord; he holds it and he sells it at his pleasure. When sold, they pay themselves and store account; if anything is left it is turned over to the tenant, but they are not given any statement. In the same county the tenants do not get a cent from the cotton seed; it all goes to the landlord. The tenant should get at least \$150 for his part. In several cases the wife of the tenant has to do all the washing of the landlord's wife for nothing. I think the only way to get any information is to get the legislature and Congress to make a thorough investigation, and to go from place to place and let the tenants speak; the said commission to be the judges of the misery and shameful huts in which the tenants live with their families.

I see that every paper says cut acreage of cotton; this may be all right, but I don't think it is needed as bad as cotton. That thing that says about 50 per cent be sold. This can be done by letting every farmer have one or two cows, some hogs, and plant all he eats and plenty of corn; then the tenant would not have to sell his cotton, but the trouble is that landlords wouldn't allow the tenants to plant corn, some just about 5 acres, of which tenant gets $2\frac{1}{2}$ acres; that is not enough for home use, less to raise a few hogs on. Also, they are not allowed even one cow; some only one horse. If rent on third or fourth, 2 to 3 horses, and have to pay for land used for cane for working horses.

I hope you will have the best of success before the industrial investigation committee. The money men, it seems, are trying to take advantage of the horrible condition that we are in. Here is a big landlord that is trying to get about 100 acres grubbed and is offering \$5 per acre; last year no one would grub it for \$12 per acre; up to date no one has taken it.

As soon as I can be up to go in the country or to town, I am going to see how much I can raise to help you all in the expenses at Dallas. Shame to traffickers in human blood. We are all free men and don't bend our knees to the master. I will close with my best of regards.

Yours to serve, fraternally.

F. A. HERNANDEZ.

MEITZEN EXHIBIT NO. 2.

NOTE.

BELTON, TEX., May 20, 1905.

On Oct. 1st, 1905, without grace, for value received, I, we, or either of us, promise to pay to the order of the Belton Trust and Loan Company, at their office in Belton, Texas, ten dollars, with interest at the rate of ten per cent per annum from date until paid, and ten per cent additional on amount of principal and interest unpaid for attorney's fees if placed in the hands of an attorney for collection.

T. E. ALLAMON.

Paid Sept. 1, 1905. B. T. & L. Co., by C. W. Sherman.

COTTON CONTRACT.

In consideration of services to be rendered to ———, the undersigned by Jas. E. Ferguson, in aiding me to sell my cotton for the best market price in the fall of 1905, and whereas the undersigned has, or have, agreed, and now agree, to consign and deliver to the said Jas. E. Ferguson, at Belton, Texas, one bale of cotton by the first day of Oct., 1905, to be sold by him for account of the undersigned, for which service the said Jas. E. Ferguson agrees to charge, and the undersigned to pay, \$1.00 per bale on all cotton received from the undersigned, under said agreement, which said charge of \$1.00 per bale shall include his commission and all charges on said cotton, excepting freights, bill of lading charges, all extra charges accruing on said cotton after being held for

one month, and all expenses for putting unmerchantable cotton in merchantable condition; and whereas the said Jas. E. Ferguson has prepared himself and agrees to hold himself in readiness to receive and sell said cotton on said terms, the undersigned on his or their part to agree that if he or they refuse or fail from any cause whatever to consign to the said Jas. E. Ferguson the said number of bales of cotton by the dates stipulated in this contract, in order to compensate him, the undersigned will pay the said Jas. E. Ferguson, at his office in Belton, Texas, \$1.00 for each and every bale of cotton short of the number of bales agreed to be consigned and delivered to him as aforesaid; the said \$1.00 per bale agreed by the undersigned to be the amount of actual damages for the refusal or failure on the part of the undersigned to comply with this contract, and which said sum of \$1.00 per bale the undersigned promise and agree to pay to the said Jas. E. Ferguson, in Belton, as aforesaid, on demand.

All amounts which may be owing at any time by the undersigned to the said Jas. E. Ferguson, and all dealings and transactions between us shall be adjusted and payable at Belton, Texas, and the nonpayment of any amount of said indebtedness to the said Jas. E. Ferguson, when due, shall, at his option, at once mature and render due immediately the whole of said indebtedness to him due, or to become due, in any manner on every account, and said indebtedness shall bear interest at the rate of ten per cent per annum after maturity until paid, and ten per cent additional on amount of principal and interest unpaid, for attorney's fees if placed in the hands of an attorney for collection.

Witness my hand at Belton, Texas, this 20th day of May, 1905.

T. E. ALLAMON.

GREEN EXHIBIT.

GREGORY, TEX., ———, 191—.

The Coleman-Fulton Pasture Company leases to ———, for the term commencing November 1, 191—, and ending November 1, 191—, farm known as Taft ranch farm No. ———, consisting of ——— acres, more or less, and located in San Patricio County, Texas.

Said tenant agrees to not sublease any of said land nor to allow any kind of stock to pasture or run at large over same, nor to dispose of any growing crops until said crops are ready to be harvested.

Said tenant agrees to cultivate twenty (20 per cent) per cent, in such forage crops as requested by said company, and to deliver one-third of same in said company's barn at ———, Texas, and to cultivate balance of said land in a crop of cotton, and to deliver said crop of cotton in the seed to said company at the Taft Oil & Gin Company's gin at ———, Texas, the Coleman-Fulton Pasture Company paying for the ginning of same. Said tenant is to receive three-fourths (¾) of the lint and 250 pounds of seed at said gin for each bale of an average of 500 pounds, and subject, however, to the landlord's lien hereinafter set forth.

Said tenant agrees to cut, rake, and burn, or plow under all cotton stalks and trash on said land prior to December 1, 1914, and to cultivate said farm in a farmlike manner, keeping same free from weeds and grasses during the term of this lease, and to provide sufficient teams and tools to cultivate and harvest all crops; also to cut and burn all brush and weeds along the fences, ditch banks, turn rows, and lanes, and to the middle of the highway adjacent to the farm before the same go to seed; and in the event he fails to do any part of this work, as outlined above, in proper season, he hereby agrees that the said company shall have the right to take possession of said premises and cultivate and receive the entire crops as compensation and rent.

Said tenant also agrees to keep all buildings, fences, and gates in as good repair as when he takes possession and to whitewash all board fences and gates prior to January 1, 1915, and to remove any scattering grubs that may now be in said land, and to allow no burrs to grow upon same.

Said tenant has the privilege of pasturing ——— acres of grassland fenced adjacent to said land to the extent of one animal to every 5 acres at any one time.

It is further agreed that the said company has the right to enter upon and cultivate any and all lands embraced in this lease as soon as any crop has been harvested, and to enter upon said land at any time for the purpose of inspection or improving.

9290 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

Said company reserves the landlord's lien upon such premises for any rent that may become due and for all money and the value of all animals, tools, provisions, and supplies furnished by the landlord to the tenant to enable the tenant to make a crop on such premises, and to gather, secure, house, and put the same in condition for market; the money, animals, tools, provisions, and supplies so furnished being necessary for that purpose, whether the same is to be paid in money, agricultural products, or other property; and this lien shall apply only to animals, tools, and other property furnished by the landlord to the tenant, and to the crop raised on such rented premises.

Witness our hand this — day of —, 191—.

COLEMAN-FULTON PASTURE COMPANY,
Per ————,

COMMERCIAL TELEGRAPH COMPANIES

(For exhibits under this subject, see pages 9486 to 9541)

COMMISSION ON INDUSTRIAL RELATIONS.

CHICAGO, ILL., Monday, April 12, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Garretson, O'Connell, Lennon, and Atshton.

Chairman WALSH. Mr. Carlton.

TESTIMONY OF MR. NEWCOMB CARLTON.

Chairman WALSH. Please state your name, Mr. Carlton.

Mr. CARLTON. Newcomb Carlton.

Chairman WALSH. And your residence, please.

Mr. CARLTON. New York.

Chairman WALSH. What is your occupation?

Mr. CARLTON. President of the Western Union Telegraph Co.

Chairman WALSH. I wish you would state first the general character of the Western Union corporation. Where is it chartered?

Mr. CARLTON. It is a New York company.

Chairman WALSH. Under the laws of the State of New York?

Mr. CARLTON. Yes, sir; for doing a telegraph and cable business.

Chairman WALSH. What is the amount of the capital stock?

Mr. CARLTON. One hundred million dollars.

Chairman WALSH. What are the earnings of the company annually—gross earnings of the company—

Mr. CARLTON (interrupting). You speak of the gross earnings?

Chairman WALSH. Yes. Well, give both, please.

Mr. CARLTON. I have forgotten what it was last year, but I will hand you a copy of our annual report where you will have the precise figures.

Chairman WALSH. And what were the dividends?

Mr. CARLTON. Four per cent.

Chairman WALSH. That has obtained for how long?

Mr. CARLTON. This year. This is the first year we have paid 4 per cent. Previously, and I think for a number of years, it was 3 per cent.

Chairman WALSH. I wish you would state the relations of your company with other companies—the American Telegraph & Telephone Co., the Postal Telegraph Co.

Mr. CARLTON. We have no relations whatever with either company.

Chairman WALSH. Well, I will defer that until later on as to any subsidiary companies, I will not ask that now. What is the total number of employees of the Western Union Telegraph Co. in ordinary times?

Mr. CARLTON. About 40,000.

Chairman WALSH. And its business extends to what point—that is, so far as having employees is concerned?

Mr. CARLTON. We have employees as far east as Russia—very few in number; merely representatives. Our employees practically start in England. We have a large number in England.

Chairman WALSH. And in all the States and Territories in the United States?

Mr. CARLTON. Yes, sir.

Chairman WALSH. Please give the names of your board of directors.

Mr. CARLTON. I will give you that with the annual report.

Chairman WALSH. How many directors are there?

Mr. CARLTON. There are 17. I could give you a lot of the names, but I should not trust my memory to tell them all.

Chairman WALSH. Probably it would not be advisable to do that at this time. Your suggestion about submitting them in the report will probably be best.

State in your way briefly what has been and is the labor policy of your company with your employees.

Mr. CARLTON. Well, I can speak only for my own time. I became the executive officer of the company about December 1, 1910.

Chairman WALSH. It might be well, if you would, please, Mr. Carlton, just state what your position has been, running back from this time. What positions you have occupied and how you started in the corporation.

Mr. CARLTON. Well, my position with the Western Union Telegraph Co. has been comparatively brief. I came with them in 1910 in December as the executive officer of the company. Mr. Vail was then president; and I succeeded him as president in April a year ago.

Chairman WALSH. And prior to that time your official position was what?

Mr. CARLTON. I was not with the company.

Chairman WALSH. I did not catch that date.

Mr. CARLTON. December, 1910, I joined the Western Union as the executive officer.

Chairman WALSH. Prior to that time what had been your business?

Mr. CARLTON. For five years prior I had been managing director of the British Westinghouse Co. in London. For a year or more prior to that I had been a vice president of the Westinghouse Co. in the United States. Prior to that for three years the executive officer of one of the Bell Telephone companies, and just prior to that I was director of works of the Pan American Exposition, and prior to that I was an engineer.

Chairman WALSH. Now, where I interrupted you, you may proceed. What has been your labor policy and the labor policy of the company since you have been connected with it?

Mr. CARLTON. I presume you mean with respect to unions?

Chairman WALSH. With respect to dealing with your employees. That is the whole thing. That would include it all—with respect to unions and your policy with respect to hearing grievances of employees, with respect to the question of whether or not you deal with them directly or deal with them collectively, and your entire policy. The more comprehensive and concise you can make it, of course, the briefer we can make your examination.

Mr. CARLTON. The general plan which I have always adopted is to have an open door to all employees who have grievances or who care to see me on any matters which interest them. I have seen a great many employees and have heard from hundreds by letter, expressing grievances or dissatisfaction; and those cases I, so far as I could, personally investigated and adjudicated them as best I could. I may say that—and I say this roughly, for I have never kept a record—I should say that fully 60 per cent of the cases that have been appealed to me I have found in favor of the employees.

I should like to say parenthetically that I do not consider that, however—and I presume you do not mind my interjecting a theory here—I do not consider that a satisfactory way, altogether satisfactory way, to deal with employees, because I do not think that any one man possesses sufficient of the judicial and is sufficiently unbiased to see altogether fair play to labor by that method. I have another theory which I believe should be, so far as dealing with labor is concerned in public-service companies, should be followed. I believe, for instance, with the telegraph company, which is essentially one that operates the nervous system of the country, I believe that everything should be done to prevent a cessation of work in so important a branch of our communication system.

And I believe that as to the telegraph company, and I now include only the telegraph company in my remarks—as we are subject to the control of the Interstate Commerce Commission, who absolutely fix not only our practices, but also what we should charge—I believe there should be a commission, Federal in character, that would safeguard the interests of our employees. I believe that commission should be given sufficient power and authority to see that fair wages are paid and that fair working conditions are in practice. I think that the corporation is entitled to that, and I think the public are entitled, as well as the employees, to that protection. Obviously, that is not in operation, but that, I believe, should be in operation so far as telegraph employees are concerned.

Chairman WALSH. Have you an executive committee consisting of members of your board of directors?

Mr. CARLTON. Yes.

Chairman WALSH. How many?

Mr. CARLTON. Seven.

Chairman WALSH. Could you give the names of those offhand?

Mr. CARLTON. Oh, yes.

Chairman WALSH. Give them to me, please?

Mr. CARLTON. Albert Wiggin is chairman of the executive committee; Mortimer Schiff, Judge Lovett, Henry Bishop, William H. Truesdell, Gen. Hubbard, and myself.

Chairman WALSH. Does your company recognize collective bargaining in dealing with its employees?

Mr. CARLTON. I should say, in general, no; we do not have collective bargaining.

Chairman WALSH. Well, now, who determines the policy of your company—the executive officers, the executive committee, or the board of directors, or do they consider the question?

Mr. CARLTON. The executive committee.

Chairman WALSH. Now, as I explained to you before you assumed the stand, I will be compelled, on account of your necessity in getting away from here, to ask you some questions that would have been submitted by the testimony of Mr. Konekamp, had we been able to put him on first. Therefore, many of these questions, though asked by the commission, are questions that have been submitted by the other side. I want you to understand that in answering them. I will have to mix them, though.

Mr. Jacob Schiff, a director of your company and a member of your executive committee, testified before this commission in New York that he believed in the organization of labor and in collective bargaining. Do you hold the same views upon that subject?

Mr. CARLTON. I believe in the organization of labor.

Chairman WALSH. And collective bargaining?

Mr. CARLTON. If collective bargaining is with an organization that is a responsible and representative one; yes.

Chairman WALSH. In speaking of the officers of corporations refusing to deal with the representatives of organized labor, Mr. Schiff testified that he did not believe that any self-respecting executive could follow such a policy. Is that also your opinion?

Mr. CARLTON. How is that?

Chairman WALSH. In speaking of officers refusing to deal with representatives or organized labor, Mr. Schiff testified that he did not believe that any self-respecting executive could follow such a policy—that is, refusing to deal with the representatives of organized labor. Is that your opinion also?

Mr. CARLTON. No; it is not my opinion—not as applied to all instances.

Chairman WALSH. Well, if you have any comment to make upon that, Mr. Carlton, I wish you would do so.

Mr. CARLTON. Oh, it would be hypocritical for me to say that that is my view when I have refused to see certain representatives of certain alleged unions.

Chairman WALSH. I suppose I will reach that further down in these questions. Do you know of any other telegraph companies—was the Commercial Telegraphers' Union one of these that you refused to deal with?

Mr. CARLTON. I don't know that I specifically refused to deal with them, but I would specifically refuse to deal with them if they applied to me.

Chairman WALSH. Do you know of any other telegraph companies that are working under contractual relations with the Commercial Telegraphers' Union?

Mr. CARLTON. I believe not.

Chairman WALSH. Do you know that the Canadian Pacific Railway operates its commercial telegraph department under an agreement with the union?

Mr. CARLTON. I thought they dealt with the O. R. T.—that is, the Order of Railway Telegraphers.

Chairman WALSH. Is it not a fact that the Canadian Pacific has the lowest operating expenses of any commercial telegraph company in North America?

Mr. CARLTON. No.

Chairman WALSH. That is not so?

Mr. CARLTON. No.

Chairman WALSH. That answer of yours may call for a little amplification, but in that connection I will ask you this question: Do you know, or rather, why does your company oppose the principle of collective bargaining as a policy?

Mr. CARLTON. Well, as applied to telegraph operators, I could only answer and say I don't think there has been any—so long as I have been there—that there has been any organization that has represented our operators, our employees, who have signified their desire for collective bargaining.

Chairman WALSH. Do you think that the interests of the public are better safeguarded when there is no organization among your telegraph operators or other employees?

Mr. CARLTON. I think my former remarks ought to cover that question.

Chairman WALSH. I wish, then, that you would amplify a little upon your last answer. Is it your idea that the question of believing in the principle of collective bargaining does not arise until there is some organization which has assumed some form or some numbers with which to deal?

Mr. CARLTON. I said to you before that I believed that labor had a right to the collective bargaining that could be had through a responsible commission who had authority.

Chairman WALSH. Please state, then, if you have met none such yet, what sort of an organization you believe could express that principle and at the same time have a form that you would feel, as an officer of this company—chief executive officer—you could deal with, or that would be proper to deal with?

Mr. CARLTON. A representative body of competent employees of the Western Union Telegraph Co. would certainly represent such an organization.

Chairman WALSH. Is it your idea that there should be a certain number, that they should have an organization gotten together in some particular manner?

Mr. CARLTON. No; I do not care whether one man, or two men, or two thousand men, if they have something to say which they think needs correcting, I think they have a right to bargain for that improvement.

Chairman WALSH. Do you consider that in your position as president of your company you occupy what might be called trusteeship for the general public welfare?

Mr. CARLTON. Well, I have never thought myself in quite so comprehensive a position as trusteeship of the public welfare. What I am trying to do is to discharge my obligation to the property and to the employees in it. I think if I do that I will have discharged my obligation to the public.

Chairman WALSH. Railroads are public utilities, and they bargain collectively with their employees. In your opinion, do they suffer by that policy?

Mr. CARLTON. Undoubtedly, as now carried on.

Chairman WALSH. Does the traveling public suffer by it, in your opinion?

Mr. CARLTON. Ultimately; yes.

Chairman WALSH. As a public-service corporation, you claim protection of the law, to maintain your organized existence, do you not?

Mr. CARLTON. Yes, sir.

Chairman WALSH. Do you think it good public policy to deny your employees the right you claim for your company?

Mr. CARLTON. I have said what I thought, I think; perhaps I have answered that question, haven't I?

Chairman WALSH. Perhaps you have. I will ask you—I am asking you just as I take them here.

Mr. CARLTON. Yes.

Chairman WALSH. Have you ever caused men to be discharged because of their membership in a union in which they are tempted to enforce the principles of collective bargaining?

Mr. CARLTON. I think men have been discharged from the Western Union since I have been there for membership in the telegraphers' union.

Chairman WALSH. Have you told men who wrote you or called upon you, asking to be reinstated in your employment, that they could not be members of the union and work for the Western Union Co.?

Mr. CARLTON. I have never said just that; but I think from what I have said that it could be inferred that we did not approve of their membership in the union.

Chairman WALSH. What officials of the company are required to report to you directly or indirectly upon labor matters?

Mr. CARLTON. The head of our plant department, the head of our traffic department. The traffic department employs all the operators.

Chairman WALSH. Where is the head?

Mr. CARLTON. In New York.

Chairman WALSH. What is his name?

Mr. CARLTON. Mr. Fitzbaugh. We have, I might explain, six grand divisions, which divide the United States, and at each headquarters there is a man in charge of all the traffic conditions in that division, and a man in charge of plant conditions, and they in turn report to men in New York, who, as I say, report directly to me.

Chairman WALSH. How do they get their information?

Mr. CARLTON. I think by various methods. By the same method that the Government, the Department of Justice, and the Interstate Commerce Commission employ—that is, by special service.

Chairman WALSH. By special agents?

Mr. CARLTON. Yes.

Chairman WALSH. Do you recall that your company discharged 22 men in St. Louis, in September, 1911?

Mr. CARLTON. I do not remember that. I know that there were some men discharged, quite a number of them. I do not remember the precise facts.

Chairman WALSH. Did the facts that these men attended an opening meeting of the telegraphers' union, a few days previous, have anything to do with their discharge?

Mr. CARLTON. I can not answer that. But I should say to you, if you ask me the hypothetical question, I should say to you that it probably had.

Chairman WALSH. Do you know if any of those men were reinstated, and under what conditions?

Mr. CARLTON. I can tell you that there was a large number of men discharged from our service along about that time, and I ordered an investigation of each case, and, although many of the men belonged to the telegraphers' union, there seemed to be mitigating circumstances and reasons for their reinstatement, and I presume several hundred men were restored to the service for other reasons.

Chairman WALSH. Do you recall the discharge of a number of operators in Buffalo, in December, 1911, who were told the orders came from New York for their discharge?

Mr. CARLTON. I did not.

Chairman WALSH. Do you know who issued the orders, and why?

Mr. CARLTON. No. I have the general answer that I made to a preceding question that would answer for Buffalo or any of the other places.

Chairman WALSH. Would it be fair for the commission to draw the inference that these men were discharged for joining the Commercial Telegraphers' Union, and were reinstated individually on account of certain circumstances which you concede to be mitigating?

Mr. CARLTON. In general; yes.

Chairman WALSH. In general?

Mr. CARLTON. In general; yes.

Chairman WALSH. Now, could you—

Mr. CARLTON (Interrupting). I want to say that the membership in the telegraphers' union was not always the cause; but that there were sometimes compound reasons. But, I think, the general statement that you have made would be substantially correct as representing the policy of the company.

Chairman WALSH. Now, could you typify what the mitigating circumstances were that caused you to put them back?

Mr. CARLTON. Yes; I can only say in general because I should have to refer to the voluminous reports. But the men who had a good record for attendance, who were decent in their conduct, who might have wives and children to support, or who had reached an age where other employment was not readily attainable—those are mitigating circumstances.

Chairman WALSH. I think that covers it. Do you recall the discharge of a number of men in Sioux City, Iowa, in December, 1912?

Mr. CARLTON. I remember that there were some men discharged at Sioux City. I don't remember the precise date.

Chairman WALSH. Did these men appeal to you to be reinstated?

Mr. CARLTON. Well, I think they did.

Chairman WALSH. What reply did you make? What reasons did you give for their discharge, if any?

Mr. CARLTON. I do not remember what my reply was.

Chairman WALSH. Could you give the substance of it?

Mr. CARLTON. No; I should think that I probably intimated to them that we were not pleased with the associations or something of that kind.

Chairman WALSH. Was it one of these organization matters that was involved in that case?

Mr. CARLTON. I think so; yes.

Chairman WALSH. What organization?

Mr. CARLTON. The same organization.

Chairman WALSH. The Commercial Telegraphers'?

Mr. CARLTON. The Commercial Telegraphers' Union.

Chairman WALSH. Do you recall that several telegraphers in New York were discharged in 1911 and their appeals reached your office?

Mr. CARLTON. Yes.

Chairman WALSH. Did you, on that occasion, question some of the individuals about the affairs of the Commercial Telegraphers' Union?

Mr. CARLTON. I had a general talk with them on union matters. I don't remember whether I questioned them particularly.

Chairman WALSH. Did you tell them that union membership meant the loss of their positions?

Mr. CARLTON. I don't think I ever said it in just that way. But from what I said it might have been perhaps inferred, although I never used just that expression.

Chairman WALSH. Did you tell them upon that occasion that Mr. Konenkamp had told you that he didn't like the way you were running the company's affairs, and that he meant to run them himself?

Mr. CARLTON. Mr. Konenkamp never said that, so far as I know. I never said it either. What I did say, if you care to know—

Chairman WALSH. Yes; I would like to know.

Mr. CARLTON. What I think I said was this: Mr. Konenkamp, it appears, called on Mr. Vail, my predecessor, and had some talk with him, and he was encouraged by what Mr. Vail said, and it was reported to me. I never attached great significance to what Mr. Konenkamp had said—that within six months he would have our force in such shape that we would come to him to make a bargain. Whether he said it or not I don't know. I should think it unlikely that he should use language of that character, from what I have heard otherwise of the man.

Chairman WALSH. Did you state it that way?

Mr. CARLTON. I should think that was about what I said that I had heard.

Chairman WALSH. Have officials of your company, in any instances with which you are familiar, induced operators to resign their positions with other companies on the strength of getting employment with your company and then refused to make good their promises?

Mr. CARLTON. Not that I ever heard of.

Chairman WALSH. You never heard of an instance of that kind?

Mr. CARLTON. I never heard of any instance of that kind.

Chairman WALSH. Does your company keep any black list and refuse employment to men suspected of being members of the union, or is any record kept of men that are discharged for that reason?

Mr. CARLTON. A record is kept of a man's general character in the service, his ability as an operator, his accuracy, and what his affiliations are.

Chairman WALSH. It indicates his affiliation with any other labor organization?

Mr. CARLTON. Yes. We have no black list per se.

Chairman WALSH. Do you know of any men who have been forced to leave the United States and procure employment in Canada as a result of blacklisting, or having noted on your records the fact that they were affiliated with labor organizations?

Mr. CARLTON. No; I do not know that.

Chairman WALSH. Has your company endeavored to procure the discharge of men in Canada from the service of the Great Northern Co. on the ground that they had affiliated with labor organizations in this country while in your employment?

Mr. CARLTON. No; I do not know. I can not answer that categorically. We controlled the Great Northwestern Telegraph Co. up to within a few months ago, when we sold it to the Canadian Northern, and there had been a certain amount of direct association between our traffic men and their traffic men, but I never heard that we attempted to secure the discharge of any men in the Canadian service.

Chairman WALSH. Well, during that time, Mr. Carlton, did you have communications back and forth with relation to the cases of individuals who had been discharged in this country for joining labor unions?

Mr. CARLTON. I should say not, although I remember that the general manager of that company asked whether such a man was a good operator, something about his general qualifications, and we answered. But I do not think the question of his affiliations ever entered into it, because I believe the unions are very largely represented in the affairs of the Great Northwestern in Canada.

Chairman WALSH. Has your company, at any time, sought to prevent other companies entering into agreements with their employees, through the union or otherwise?

Mr. CARLTON. Not to my knowledge.

Chairman WALSH. Has your company ever asked an employer or press association to break a contract that it had with the union?

Mr. CARLTON. Not in my time, that I know of.

Chairman WALSH. I notice the time is located in 1908.

Mr. CARLTON. That was before my time.

Chairman WALSH. Well, as a matter of history, do you know whether or not your company in 1908 demanded that the United Press Association terminate its agreement—its contract—with the union?

Mr. CARLTON. I do not know.

Chairman WALSH. Under threat of having its leased wires taken from it?

Mr. CARLTON. I do not know, because when I came to the company we were not furnishing any wires to the United Press.

Chairman WALSH. In a general way, how did that come about—how did the relation come to be severed?

Mr. CARLTON. I do not know. It was done before my time; but I had understood that they preferred to take wires from the telephone company.

Chairman WALSH. As a result of the attitude of your company—as a matter of history—was the United Press forced to refuse to renew its agreement with the union?

Mr. CARLTON. I am sorry I can not answer that.

Chairman WALSH. Who would know that, Mr. Carlton; who could give us that piece of history?

Mr. CARLTON. I should think Mr. Brooks could tell you. He is here.

Chairman WALSH. How does the company get information about men who become members of unions?

Mr. CARLTON. I have answered that.

Chairman WALSH. Do you maintain a system of special agents—an inside system of special agents—whose duty it is to ascertain these facts?

Mr. CARLTON. There is a special service for the purpose of reporting on union matters.

Chairman WALSH. And are men employed inside of your organization as telegraph operators, or other employees, who are in reality detectives and paid by some outside organization, or by your company, for their services?

Mr. CARLTON. I do not know that we have a so-called detective in our employ.

Chairman WALSH. But as a special agent?

Mr. CARLTON. We have special agents.

Chairman WALSH. About how many do you have?

Mr. CARLTON. I do not know—I do not know how many.

Chairman WALSH. Would Mr. Brooks know?

Mr. CARLTON. I should think a dozen.

Chairman WALSH. Are they instructed to join labor unions and report information to their employers?

Mr. CARLTON. No.

Chairman WALSH. Do they join labor unions?

Mr. CARLTON. I do not know whether they do or not.

Chairman WALSH. Have you received reports from special agents in your employ who became members of these organizations?

Mr. CARLTON. I have seen a report from men purporting to be members of the union.

Chairman WALSH. Were they men that were in your employ as special agents?

Mr. CARLTON. They were men in our employ, yes; and as special agents.

Chairman WALSH. Do you employ the special agents yourself? Do you get them from some outside organization, or some outside company?

Mr. CARLTON. They are our employees.

Chairman WALSH. Who deals with them—employs them? Who gives them their instructions?

Mr. CARLTON. The chief operators.

Chairman WALSH. What?

Mr. CARLTON. The chief operators.

Chairman WALSH. Of these grand divisions?

Mr. CARLTON. No; more particularly of the larger offices.

Chairman WALSH. Have you an organization in your employ that deals with that subject particularly? Here is a question propounded: Do you know a man named Shoemaker, with offices in New York, who is supposed to be at the head of your detective system?

Mr. CARLTON. No; I do not know Shoemaker; nor is there such a man in our employ in New York. There was a Shoemaker there for a time. He is not there now; nor is he, so far as I know, doing any work of the character that you are questioning me about.

Chairman WALSH. Do you know whether detectives working under Shoemaker's direction, in October, 1911, broke into hotel rooms and stole lists of names and other documents from officers of the telegraphers' union?

Mr. CARLTON. No; I do not know anything about that deal. I have heard something about it, or read a letter which Mr. Konenkamp wrote, charging that that had been done.

Chairman WALSH. Do you know it to be a fact, if it is a fact, of course, that your company made use of lists of names and other papers abstracted from the private quarters of the president of the telegraphers' union?

Mr. CARLTON. Not that came to my knowledge; no, sir.

Chairman WALSH. Is it a fact that several hundreds of operators whose names appeared upon the lists, alleged to have been abstracted from Mr. Konenkamp's quarters, were afterwards discharged in a large number of cities throughout the United States?

Mr. CARLTON. No; I do not know. I do not know whether that is true or not. I would like to say here, if you will permit me—

Chairman WALSH. Certainly. You may make any explanation that you have.

Mr. CARLTON (continuing). We do not disguise the fact that we do have special agents, because we consider it just as important to keep track of those whom we think are planning our destruction, or any other forces that are inimical to us, but I would not countenance for a moment any man in our employ doing what you have indicated by that question, under any circumstances; I don't care what it meant to us.

Chairman WALSH. You understand, of course, that is in the questions—

Mr. CARLTON (interrupting). Yes; I understand.

Chairman WALSH (continuing). That were submitted by Mr. Konenkamp to be propounded to you.

Mr. CARLTON. I want to have it indicated that we will fight. I have no hesitation in letting it be known the methods and means by which we will fight, but there are some things that we won't do, we won't have done, not if I know it.

Chairman WALSH. Is it a fact that it was charged, that the charge was brought to your knowledge, that lists of employees were stolen from Mr. Konenkamp and that some numbers of them were discharged, and the further alleged fact that some of these men claimed the lists had been doctored, and that they had not been, as a matter of fact, members of this organization, and that they were refused reinstatement?

Mr. CARLTON. I have a number of letters from men stating that they had been discharged through information that they claimed to be erroneous. I think a good many of those men, a number of them, were reinstated on examination. But I do not associate that with the list which you say was stolen.

Chairman WALSH. Was the charge ever made, and has your attention been called to that, that the claim was made that there was a list stolen from the president, Mr. Carlton?

Mr. CARLTON. Mr. Konenkamp claimed that in a letter.

Chairman WALSH. Of what approximate date?

Mr. CARLTON. I think it was shortly after the alleged occurrence.

Chairman WALSH. Did you make an investigation through your special agents to ascertain whether that is true?

Mr. CARLTON. I made some inquiry; yes.

Chairman WALSH. What was the result of it?

Mr. CARLTON. It was denied by the men who were questioned about it. They denied any list had been stolen. They admitted that a list had been secured, but they denied any list had been stolen.

Chairman WALSH. Did they say—where did they say the list had been procured?

Mr. CARLTON. Procured through the friendship of some one or other.

Chairman WALSH. That is, through some member of the union?

Mr. CARLTON. Well, I don't know whether it was some member of the union or not.

Chairman WALSH. Did they say that it had been paid for?

Mr. CARLTON. No.

Chairman WALSH. As a matter of fact, has any money been expended by your company that might have been used for that purpose, and the direct knowledge of it not brought to you?

Mr. CARLTON. I don't think so.

Chairman WALSH. How are funds set aside by your company to pay the expenses of special agents?

Mr. CARLTON. They are paid regular salaries.

Chairman WALSH. And what items do you keep as to their expense accounts, what account?

Mr. CARLTON. Well, we have no account. I do not know that they have any expenses.

Chairman WALSH. Would that be kept particularly under the direction of Mr. Brooks?

Mr. CARLTON. No; Mr. Brooks hasn't anything to do with that. That would be more particularly in connection with traffic matters.

Chairman WALSH. Have you a pay roll which designates the special agent as such?

Mr. CARLTON. No.

Chairman WALSH. How were they carried on your pay roll?

Mr. CARLTON. They are carried in the regular way; as employees. But I think they are only known to their immediate superiors.

Chairman WALSH. And their immediate superior would be the chief operator at what places?

Mr. CARLTON. At the principal places.

Chairman WALSH. What are they?

Mr. CARLTON. Any of the larger cities in the United States.

Chairman WALSH. About how many in number would you say that would be?

Mr. CARLTON. The special agents, I think, are recruited only at the division headquarters, of which there would be six. Chicago is one.

Chairman WALSH. Give me all of the other places, please.

Mr. CARLTON. Chicago, New York, Atlanta, Dallas, Denver, and San Francisco.

Chairman WALSH. And you have, as I understand your testimony, but 12 special agents?

Mr. CARLTON. I give you that as the approximate number. I do not know, but I should say that would be about the number.

Chairman WALSH. Who selects these men, what individual?

Mr. CARLTON. I do not know who selects them.

Chairman WALSH. Do you select them?

Mr. CARLTON. No.

Chairman WALSH. To whom do you give the authority of hiring a special agent?

Mr. CARLTON. I don't give specific authority to anybody, but I presume they are selected by the men where they are to be used.

Chairman WALSH. Who determines the number?

Mr. CARLTON. That is determined locally.

Chairman WALSH. Are you personally acquainted with any of your special agents?

Mr. CARLTON. Never saw one in my life that I know of.

Chairman WALSH. Do I understand that the heads of your company at these divisions designated have the general authority to hire these men?

Mr. CARLTON. Yes; I should think they had when they thought it was necessary.

Chairman WALSH. Do you know what the system is of keeping their expense accounts?

Mr. CARLTON. I do not know.

Chairman WALSH. Are they allowed expenses?

Mr. CARLTON. I should not think they had any expenses.

Chairman WALSH. Do you know the salaries that they are paid?

Mr. CARLTON. No; I do not know them.

Chairman WALSH. Could you ascertain that? To ascertain that would inquiry have to be made of the local head officials in these places to ascertain the salary of these special agents and the names of them?

Mr. CARLTON. Yes; I should think you would probably have to inquire locally.

Chairman WALSH. Well, then, I am going to ask you, as president of the company, to submit to us the number of special agents that you have on your pay roll, together with the salaries, and the authorization for expense accounts. We do not desire to call these heads individually, if possible. I should like that also to include the names of the special agents, with the understanding that those will not be given publicity.

Mr. CARLTON. Let me see. You want the number, their salary—

Chairman WALSH. The salary and length of time which they have been employed, and the authorization as to expense accounts.

Mr. CARLTON. Well, will the stenographer give me a note of that?

Chairman WALSH. Yes.

Mr. CARLTON. That will be all right. I have a note of it.

Chairman WALSH. What is the policy of the company with regard to the employment of messenger boys?

Mr. CARLTON. The policy?

Chairman WALSH. Yes.

Mr. CARLTON. We are governed, of course, by the State laws, and we attempt to get a class of boys who can either develop into the service or will make good office boys for somebody else.

Chairman WALSH. Are you aware of the fact that young boys are alleged to be frequently required, in this city, to carry messages to houses of ill fame?

Mr. CARLTON. No; and I want to say that that is an absolute rule of our service, that under no circumstances shall minors be sent into any questionable place, if we know it is questionable. We do have to deliver telegrams to places of questionable reputation, but even in that case we try to send men of mature years. That is at least those who have attained their majority. The messenger service is conjoined with us unfortunately, at times. I have no doubt boys under years—that is, boys under 21—and perhaps quite innocently are sent to places that we would much rather not have them sent. But so far as we can do it we would be very glad to have anybody suggest any method that is an improvement on our present method for protecting the youths of our company.

Chairman WALSH. Have the subsidiary companies, the American District and other companies, furnished messenger service of that sort?

Mr. CARLTON. Not now. We have taken that all over.

Chairman WALSH. When did you take that all over?

Mr. CARLTON. About two years ago. We do all the messenger work, the American District Telegraph Co., and we operate it entirely. They have nothing to do with it.

Chairman WALSH. Are not there other companies, such as the Illinois Central District Telegraph Co.?

Mr. CARLTON. Yes, sir; but so far as the messenger portion of it is concerned that is under the jurisdiction of the Western Union, with few exceptions—New York City and, yes, New York City alone.

Chairman WALSH. Did not those companies, and do not those companies have signal boxes placed in questionable resorts from which messengers can be called at all times of the day and night?

Mr. CARLTON. Not so far as we are aware. If there is any box in any questionable resort, our employees are ordered to take it out without any further authority from anybody. In other words, we will not, if we can help it, if we know it exists, permit messenger service from places of ill repute.

Chairman WALSH. Does that apply to places of ill fame and assignation houses? Do you have those boxes in saloons in the red-light district?

Mr. CARLTON. As a general thing, I think not. I think as a matter of fact, our people conscientiously try to avoid any messenger service in the so-called red-light districts.

Chairman WALSH. Has your attention been called to complaints made by social workers that such has been the practice of your company?

Mr. CARLTON. I think I had such a letter about three years ago. And I have written to every social worker or organization that I know of, asking their cooperation and assistance.

Chairman WALSH. Do you know of messenger boys being sent to procure opium and other drugs for victims of the drug habit?

Mr. CARLTON. I am very sure I do not know it, and I am very sorry if it is so.

Chairman WALSH. Do you know that such evidence was adduced at a trial at the Federal court in Chicago last October? Do you know that upon that occasion it was referred to by a messenger boy named Edwards, employed by your company, who testified that he procured opium and took it to a disreputable flat on Cottage Grove Avenue, near Twenty-third Street; that in his testimony the boy said he told officials of your company that he had been sent to procure opium, but that in spite of this he had been sent to the same place about 20 times afterwards? Do you know anything about that?

Mr. CARLTON. I am sorry to say I never heard of it, if it is true.

Chairman WALSH. What action should be taken by your company in the event of such a thing?

Mr. CARLTON. If the man who knew this was being done for such a purpose and permitted it, he would be discharged at once.

Chairman WALSH. How would that information get to you? Have you any system, or would that call for a report from a special agent, for instance, possibly in Chicago, if such a thing had occurred, would it be the duty of the special agent to report to the headquarters?

Mr. CARLTON. Yes. We would have it investigated at once.

Chairman WALSH. Did you hear of any investigation being made? I understand you do not know that this occurred?

Mr. CARLTON. I do not—I never heard of that case. But we have investigated similar cases.

Chairman WALSH. And found that the boys were so used?

Mr. CARLTON. Yes.

Chairman WALSH. And was the head of the company at that place discharged?

Mr. CARLTON. When he was found to have knowledge of it; yes.

Chairman WALSH. In what instances were discharges made?

Mr. CARLTON. I do not know. We had two or three instances in the Middle West. I shall have to look those up.

Chairman WALSH. Would you please look those up and submit them to us?

Mr. CARLTON. Yes.

Chairman WALSH. Has there been any constant effort made to look after the conduct of these boys as to where they should be sent by your company?

Mr. CARLTON. I believe there is a conscientious effort on the part of the managers of our messenger forces. It is constantly being drilled into them, and our traveling supervisors constantly supervising the service, we have brought that particularly to their attention.

Chairman WALSH. Have you a blank form of special agent reports?

Mr. CARLTON. No.

Chairman WALSH. And of—does your company, during strikes of messenger boys, employ young girls to deliver messages?

Mr. CARLTON. Not in my time. I never heard of it.

Chairman WALSH. Have you, as a matter of history, heard of that being done by your company?

Mr. CARLTON. I do not know whether it is, and I will tell you that it would not be done.

Chairman WALSH. You have heard of it being done?

Mr. CARLTON. No.

Chairman WALSH. Have you heard of the employment of girls by your company at any point?

Mr. CARLTON. No; I never heard of that. I should think if it had been done, it must have been in such small number that it did not reach me.

Chairman WALSH. Have you heard of any such instance? I understand that at present, as president of the company, you personally would be in opposition to it?

Mr. CARLTON. I would not permit it.

Chairman WALSH. What have been the rates of wages for telegraphers?

Mr. CARLTON. The average wage of a Morse operator—I speak of those working in our so-called functional offices, the larger operating rooms in the eastern,

western, southern, and Gulf divisions—is \$75 a month; in the mountain division it is \$80; in the Pacific division, \$85 a month; that is, men and women both.

Chairman WALSH. Does the company maintain, either directly or indirectly, schools?

Mr. CARLTON. Yes.

Chairman WALSH. For the education of telegraphers?

Mr. CARLTON. Yes.

Chairman WALSH. Please briefly describe them, Mr. Carlton.

Mr. CARLTON. They are schools maintained to teach apprentices telegraphy, and we recruit our forces very largely from those schools. They are instructed by some one delegated by the company, and are maintained in a number of larger offices.

Chairman WALSH. What are the hours of telegraphers, if you know, in this country, as compared with hours in England?

Mr. CARLTON. I do not know what the English hours are. With us a week of 54 hours for men and now 48 hours for women.

Chairman WALSH. That was changed recently?

Mr. CARLTON. Within two or three days.

Chairman WALSH. Does your company attempt to control and influence the policy of press associations using these wires employing union operators?

Mr. CARLTON. No.

Chairman WALSH. Does it attempt to control any Marconi workers?

Mr. CARLTON. No.

Chairman WALSH. I had some other questions to ask you, but I assume that they can be asked of Mr. Brooks.

Now, if there is anything growing out of the questions that I have already asked or any explanation you would like to make, I wish you would make it. I am going to try to let you off at 12.30, as I promised, and I am sure that some of the commissioners will have some questions to ask.

Mr. CARLTON. I should like to say, in general, that in the last four years, which is the period that I am somewhat familiar with the affairs of the company, we have introduced a number of plans that are of great importance to the employees. We have introduced a system of fighting the loan sharks, which, I think, has been highly beneficial. Our employees, anyone with any reputation at all, can, without any security, get a month's wages, or even more, in cases, and can pay it back at the rate of 10 per cent a month without interest.

We have also introduced a sick benefit, pension, and life insurance plan, which, with the exception the telephone company, is, I think, the most liberal in the United States. In general it provides for payment of pension for varying periods and in varying amounts; and also provides for sickness disability at full pay over various periods, depending upon the length of service.

We have in that time relieved our operators of the expense of supplying typewriters, which I think was heretofore rather an evil.

We have purchased upward of 10,000 typewriters and supplied to our operators. Now, they are without expense in regard to that item.

As I stated to you before, I think so far as it has been physically possible for me to do so and I attempt to come in contact with our employees and learn from them at first-hand their grievances, and I have, so far as I can, and I am sure I have had the cooperation of many of my colleagues in trying to do away with the petty tyrannies which are all too frequent in large organizations. I think we have made some progress in that direction.

I do not cite any of these things as a substitute for wages, because there is no substitute for proper pay. I believe that the telegraphers are underpaid.

Chairman WALSH. Overpaid?

Mr. CARLTON. No; underpaid. I think they ought to make more money than they do. It is, so far as I can find, the fact that wages have increased about 30 per cent in the last 10 years. Ten years ago the maximum wage for a Morse telegrapher was \$18 a week and it is now \$23; it was \$13.50 for women and it is now \$18.

My own view is that a first-class telegrapher ought to be put in a position to earn at least \$5 a day for a tour of nine hours' work. Some of our telegraphers under what is called the premium plan are making close to that. That plan is simply this: A man is assigned between New York and Chicago, and at other large points, and is paid so much a message. For instance, if he has a \$100 rating, he is paid \$100 a month whether he sends any messages or not. He may send 500 messages a day and if his premium was a cent a message, he would get \$5 a day.

Some contrasts have been made, or attempted to be made, between the conditions that existed in 1870 and the conditions that exist to-day. So far as I can make out, and I have spent some time getting to the bottom of it, telegraphers were paid in 1870, \$115 to \$118.

Chairman WALSH. A month?

Mr. CARLTON. A month; many of them were paid as low as \$55 a month. But at that time there was no such thing as hours of labor. They worked 12 to 14 hours a day and all day Sunday without any extra pay. There was no such thing as extra pay in 1870. So that the comparison can not be made with present conditions. The same amount of labor that was expended in 1870 by a first-class telegrapher would produce now over \$200 a month for the same number of hours. A number of my friends were telegraphers in the service in 1870 and some of them are still telegraphers. They tell me, perhaps they are speaking out of the warmth of recollection, that they were proud of a record of 500 or 600 messages a day over iron wires which were nothing like so good as the copper wires that we now furnish. And so far as the working conditions to-day are compared with the working conditions in 1870, they are not to be compared at all. They are infinitely better, the sanitary arrangements, the care of employees, our offices, if anyone cares to go about and see—we have spent about a million and a half dollars in the last four or five years to reconstruct our offices and in the reconstructed offices we have rebuilt practically all the principal ones, and included in them the sanitary features for the health and comfort of the employees.

And I do not mean to say they are all satisfied by any means. But I should think all this would help many of them to be better satisfied. I do believe that we are proceeding along the right direction in attempting to increase the efficiency of our property so that our people can make more money, and we have certainly got that fairly well started; not so well, for instance, as I would like to see on pensions, but liberal as to sick benefits. In case of accidental death or some other difficulty which requires ready money, we arrange for that and we are trying to be humanitarians and we are trying to improve not only the efficiency but the pride in our service by all these things. We have made some progress, and notwithstanding that, as I said to you before, the employee is entitled to the protection of some such commission as I have indicated, because no one is judicially omnipresent and omnipotent enough to be able to take care of all the things that I think need to be cared for in settling the questions of industrial relations.

Chairman WALSH. Commissioner Garretson would like to ask you some questions.

Commissioner GARRETSON. All these measures you have described, Mr. Carlton, have in view the conservation of that which the man gets, not his adding to his earnings, as I gather from your statement?

Mr. CARLTON. Well, no; you must not include the opportunity that we are giving to get more money. I say all these other things are not a substitute for wages.

Commissioner GARRETSON. I was speaking of the measures—sick benefits and pensions and all those things; correcting the loan-shark evil; those are all conservation measures—to make what he has already go as far as possible, instead of adding. Do you regard those measures as good business or philanthropy?

Mr. CARLTON. Well, our employees are not objects of philanthropy.

Commissioner GARRETSON. Then, it is good business?

Mr. CARLTON. Of course it is good business.

Commissioner GARRETSON. And brings its own returns. What percentage in sick benefits, what percentage are the men themselves assessed for, if any?

Mr. CARLTON. You answered your own question, did you not? "Bringing its own returns." I didn't say it brought its own return.

Commissioner GARRETSON. Oh!

Mr. CARLTON. What is your next question?

Commissioner GARRETSON. Let us see that. Then, it brings returns in efficiency and value of the employee?

Mr. CARLTON. Well, I think it is a combined contribution; I think it is a contribution toward the progress of society. I do not think you can add it up in dollars and cents, but it is a contribution we should make toward the general advancement of society.

Commissioner GARRETSON. And it adds to the capability and desirability of the men, and in that way the return comes to the company?

Mr. CARLTON. It adds to the desirability of the service, and we therefore attract a higher class of people.

Commissioner GARRETSON. In sickness benefits what percentage of the funds created do the men contribute?

Mr. CARLTON. None.

Commissioner GARRETSON. The company does it all?

Mr. CARLTON. Yes. The men do not contribute anything to any of these things—pensions or otherwise. I would like to say to you that we spent last year about \$500,000 on sickness benefits and pensions.

Commissioner GARRETSON. Does that department render reports, Mr. Carlton?

Mr. CARLTON. Yes; I would be pleased to furnish them.

Commissioner GARRETSON. Will you please file them with the commission?

Mr. CARLTON. Yes.

Commissioner GARRETSON. You spoke of the fact that the special agents, as you said, are under the control of the local department heads, the chief operator.

Mr. CARLTON. I suppose that is the fact; I am a little hazy as to just who does control them. I do not like those fellows and do not like to know much about them. [Laughter in audience.]

Chairman WALSH (addressing audience). Please do not give audible expression of your feeling.

Commissioner GARRETSON. Going back to the case cited of the Edwards boy, who was sent on a mission that was improper. If the special agent was the personal employee who acted under the instructions of and was provided by the man in charge of this office, is it likely that he would render any report that would damage his immediate superior?

Mr. CARLTON. He would not be employed by him; the man who supervises the messenger service would not have anything to do—he would not even know the special agent that went out to investigate the case.

Commissioner GARRETSON. If the manager of the office here was in sympathy with this style of action that is described here, would the special officer's report be to the manager?

Mr. CARLTON. No; the special agent's report would be to a man who could not have the slightest concern as to that, or any interest in any type of messenger service; the showing would not reflect on his efficiency.

Commissioner GARRETSON. It would be your idea in regard to the creation of what, for want of a better name, might be called a "Federal wage commission," that it should be empowered to determine rates of pay and conditions of service?

Mr. CARLTON. Yes; under proper conditions.

Commissioner GARRETSON. That would be compulsory arbitration under a different name, wouldn't it?

Mr. CARLTON. No more so than the Interstate Commerce Commission fixing the rate; it would not be a question of arbitration but a question of fixing the rate of wages with respect to the efficiency of the employee and what the service could pay.

Commissioner GARRETSON. Could they intelligently fix them without an exhaustive inquiry at which both sides would be heard?

Mr. CARLTON. Of course, they would have to know all the facts.

Commissioner GARRETSON. Therefore, it would be arbitration compulsory in character and with power to carry its mandates into effect?

Mr. CARLTON. In case of a dispute between the parties yes; I should think so.

Commissioner GARRETSON. How could such a tribunal deal with the individual workers of make its mandates effective except through organization?

Mr. CARLTON. They could not through organization any more than they could through the individual. Such a commission would indicate, it seems to me, that the wages should be thus and so, and if the employee did not want to accept them, no power on earth could make him do so, but you could make the company.

Commissioner GARRETSON. You could make the company?

Mr. CARLTON. Yes; but you could not make the worker.

Commissioner GARRETSON. Is it not absolutely true that it is an almost general—not universal, but general—practice that men in organizations are bound for periods of time by their own acts through the organization and do accept the verdicts of courts of arbitration voluntary in character?

Mr. CARLTON. I think there are responsible organizations that do.

Commissioner GARRETSON. Has there been any noted departure from the acceptance of the terms of arbitration by any organization?

Mr. CARLTON. It seems to me I have heard of a distressing number. Commissioner GARRETSON. Of opposition to arbitration verdicts?

Mr. CARLTON. Yes; of declining wages that have been fixed by arbitration.

Commissioner GARRETSON. Could you cite any instances of that character? If so, I would be glad to know of them.

Mr. CARLTON. No; I can not cite any instances offhand. I have that distinctive impression, which may be wrong, and I should have to look it up.

Commissioner GARRETSON. If you find any, I would be glad if you would furnish a record of them, because if any federation agreements have been bolted, I am not aware of any, or of any bolting of the decision of any arbitration board.

Mr. CARLTON. Excuse me; I misunderstood your question.

Commissioner GARRETSON. I thought so. If men were compelled by anything other than their own will to accept any condition it would be involuntary servitude, would it not?

Mr. CARLTON. Yes; if they were compelled to work under those conditions; I do not think they can be.

Commissioner GARRETSON. That is all.

Chairman WALSH. Commissioner Aishton has a question he wants to ask you.

Commissioner AISHTON. I think the question I was going to ask you, Mr. Carlton, was answered by your testimony about the Federal wage commission. In your knowledge of such affairs have you any suggestions to offer the commission with regard to remedial legislation or legislation of any kind that would tend to remove industrial unrest?

Mr. CARLTON. No; I do not think there is any panacea in the way of legislation. I think education is the only thing that is going to do that, but I speak only of my own trade when I speak of the Federal commission fixing wages and terms of wages so as to prevent the shutting down this sensory nervous system of the country. I do not suggest it for all trades.

Commissioner AISHTON. You suggest it for your particular trade because of the fact that the minute there is an interruption of the transaction of that business there is a disastrous effect on the commercial and other interests of the country?

Mr. CARLTON. Yes.

Commissioner AISHTON. And that as to public utilities, such as the telegraph, the telephone, and the transportation companies, there should be some differentiation between the legislation with regard to those trades and what would be called the ordinary commercial and industrial trades?

Mr. CARLTON. Yes.

Commissioner AISHTON. That is all.

Chairman WALSH. Commissioner O'Connell has a question or two.

Commissioner O'CONNELL. Can you give us some idea as to the number of males and females in the employ of the company?

Mr. CARLTON. I am sorry that I have not in my mind how the numbers run by sexes.

Commissioner O'CONNELL. I noticed you in speaking of the comparison of wages paid for females \$18 and males \$23; why is there that difference in wages?

Mr. CARLTON. I am a tremendous believer in certain forms of woman labor. Some of the most efficient, up to a certain point, of our labor, is by women; but women have not the telegraphic capacity of men—that is, very few have—the average woman is considerably below man in her capacity for telegraphic work, and to that extent we have reduced her hours of labor; she can earn less money.

Commissioner O'CONNELL. Where she has equal capacity, does she receive the same pay?

Mr. CARLTON. No; no woman receives more than \$18 except in the case of a wire chief, but the woman operator does not get more than \$18. But under the premium system women will be given the same opportunity as men, and 30 per cent of our traffic now is being handled by that method.

Commissioner O'CONNELL. Are there any arrangements being made whereby the males and females are being separated in the office, or are they associated right together as I have seen them, sitting next to each other?

Mr. CARLTON. There is no segregation of the females from the males.

Commissioner O'CONNELL. The females sit next to the males doing the same work, and yet there is a difference of \$6 a week in their wages?

Mr. CARLTON. She probably is not doing the same work; she is not doing the same volume of work, or she is operating on a way wire and not operating on trunk service.

Commissioner O'CONNELL. But if she was doing the same work, there is no provision for her to get the same wage?

Mr. CARLTON. Except this, you will probably find that a woman who is doing the same work as a man gets about the same wage. In other words, the women are not on our higher rating. I think in some cases they deserve the higher rating, but they are not as a matter of fact getting it.

Commissioner O'CONNELL. Does your company furnish the other telegraph companies with records of employees that are kept in your office, if asked for?

Mr. CARLTON. No, sir; if another company called up and said, "Is So-and-so a good operator?" we might say, "Yes," or if they asked is he honest, we would say, "Yes"; but we no longer exchange information with other companies.

Commissioner O'CONNELL. If they asked you if he was a trouble maker or union man, would you answer that?

Mr. CARLTON. The instructions are to give no information as to whether he has union affiliations or not; that is for our own purposes.

Commissioner O'CONNELL. Are the special agents spoken of ever employed as operators in the company?

Mr. CARLTON. I don't know what they do; I suppose they are, some of them.

Commissioner O'CONNELL. And probably sitting next to another operator performing a regular operator's service?

Mr. CARLTON. I can not draw the picture of one, because I do not think I have ever seen one.

Commissioner O'CONNELL. As I understood, the general policy and rules of your company is that they prefer their employees not to join unions?

Mr. CARLTON. Yes, sir; I speak now of the telegraphers' union; I do not speak of any other union.

Commissioner O'CONNELL. Is that asked in the application that is made by telegraphers for employment, "Are you a member of a union?"

Mr. CARLTON. I do not think so; I do not recall—I do not think so.

Commissioner O'CONNELL. Is he told that he can not have employment if he is a member of the union?

Mr. CARLTON. They all know it; they all know that we do not favor their membership in the Commercial Telegraphers' Union.

Commissioner O'CONNELL. And the means of ascertaining whether they are members of the union after they get into your employ is the special agents seeking them out?

Mr. CARLTON. They, as a rule, join the union secretly after they become members of our organization.

Commissioner O'CONNELL. That is all.

Chairman WALSH. That is all, thank you, Mr. Carlton. You will be permanently excused.

We will now stand adjourned until 2 o'clock this afternoon.

(Whereupon the commission adjourned at 12.30 o'clock for the noon recess until 2 o'clock, April 12, 1915, then to convene at the same place.)

AFTER RECESS—2 P. M.

Chairman WALSH. Mr. Konenkamp.

TESTIMONY OF MR. SYLVESTER J. KONEKAMP.

Chairman WALSH. State your name, please.

Mr. KONEKAMP. Sylvester J. Konenkamp.

Chairman WALSH. Where do you reside?

Mr. KONEKAMP. Chicago.

Chairman WALSH. How long have you resided here?

Mr. KONEKAMP. Since my election as president, in 1908.

Chairman WALSH. President of what?

Mr. KONEKAMP. The Commercial Telegraphers' Union of America.

Chairman WALSH. And will you please sketch what your employments or activities have been prior to this time?

Mr. KONEKAMP. I worked as a railroad telegrapher for about nine years and then went into the commercial service—that is, from 1892 to 1901; then I

went into the commercial service in 1901 and worked for them until 1908, when I was elected president of the Commercial Telegraphers' Union.

Chairman WALSH. Did you ever belong to any other telegraphers' organization then, or at that time?

Mr. KONENKAMP. Yes; I have been a member of the Order of Railroad Telegraphers for 20 years.

Chairman WALSH. Will you state briefly the aims and objects of your present organization?

Mr. KONENKAMP. The aims and objects of our organization, briefly stated, are to provide means whereby the commercial telegraphers of the United States and Canada might indulge in the principles of collective bargaining, to have the right to representation through committees, and to secure the adjustment of either individual or collective grievances.

Chairman WALSH. Can you give an approximate estimate of the number of telegraph operators that there are in the United States?

Mr. KONENKAMP. Our estimate is about 20,000.

Chairman WALSH. What proportion of the telegraph business is controlled by the Western Union and Postal Telegraph Cos., respectively? First, are the 20,000 commercial, or commercial and railroad, telegraphers?

Mr. KONENKAMP. Twenty thousand commercial telegraphers. The railroad telegraphers are separate. We estimate that the Western Union and the Postal combined control, or employ, about 80 per cent or 81 per cent of the commercial telegraphers.

Chairman WALSH. Are there any telegraph companies which bargain collectively with the telegraphers at the present time?

Mr. KONENKAMP. Yes, sir; the Canadian Pacific has what is known as an employees' agreement with members of our organization. This is similar to agreements in effect on railroads; while the United Press and the International News Service have what are known as union-shop agreements, or contracts with the union.

Chairman WALSH. I wish you would describe those agreements briefly and concisely.

Mr. KONENKAMP. The 1909 agreement with the United Press Association and the International News Service provided, first, that they will enter into contractual relations with our organization, and they agree to employ only members of our union, provided we are able to furnish them with competent telegraphers. In the second place, they provide for a system of adjusting grievances and with the right of appeal to the higher officials; and in the event of any dispute arising under the agreement, there is a provision for submitting the matter to arbitration. The agreement also provides for the number of hours that shall be worked, rate of overtime, and minimum pay for various classes of work performed; that is, the press associations.

Now, with the Canadian Pacific our agreement is different. It provides, first of all, for a system of promotion, based upon ability—based upon seniority where ability is equal—and in addition to that it provides for a—

Chairman WALSH (interrupting). Is the discretion as to the ability left where?

Mr. KONENKAMP. Left with the officials. That matter is decided entirely—

Chairman WALSH (interrupting). The officials of the company who employ the men?

Mr. KONENKAMP. The officials of the company who employ the men. The schedule also provides for a system of adjusting grievances, so that if an employee feeling himself aggrieved or unjustly dismissed, for any reason, may appeal his case and shall have the right of a cotelegrapher to present his case for him, or be heard with him; it outlines what the hours shall be for the various turns and shifts that among telegraphers are known as tricks. It also includes a scale of wages. We have no minimum scale of wages in this agreement, but we do provide for a classification according to employment on what is known as a percentage basis. We take a large telegraph office, and through conferences between a committee of the employees with the management, decide what wires in that particular office are in a particular class, and so forth. For instance, in Winnipeg, 25 per cent of the entire staff receive first rating; then 25 per cent receive second rating; and finally there are 20 per cent of the operating staff who have no rating at all, but are left entirely with the discretion of the company to provide for any surplusage and also to take care of what are known as the junior operators, or those who work the wires during the early period of their career.

Chairman WALSH. Could you give a brief historical sketch of the state of your craft from, say, 1870 down to the present time with reference to wages and conditions of their work?

Mr. KONENKAMP. I have a general statement covering this.

Chairman WALSH. Before we get down to the general statement I will ask this one question: To state how long the telegraphers have had agreements with these corporations you have mentioned, and generally how the agreements have worked; whether there have been charges upon either side that the contract was violated; whether there have been strikes with those companies; and generally speaking, how agreements have worked out?

Mr. KONENKAMP. Our first agreement was with the International News Service and has been in effect since 1905, and during that time there have been no serious disputes of any kind; everything has been settled amicably whenever a grievance arose.

With the United Press we have had agreements, first, with its predecessor, and later, when two associations were amalgamated, with the joint association since 1906; and our relations there have always been harmonious.

With the Canadian Pacific we had a schedule over part of the system as early as 1907, but the general schedule has been in effect since 1910, and during that time we have maintained harmonious relations. In fact, at a hearing in 1911 the general manager of that company stated that after one year's experience with a wage scale such as we had he was heartily in favor of it, and preferred it to the old system of transacting business, and that all of his superintendents were in favor of it. That statement was made to a board of conciliation held in the case of the Great Northwestern in about July, 1911. I have a statement of one of the members of the board of conciliation that I will submit to the commission as an exhibit on that subject.

(The statement referred to appears among the exhibits at the end of this subject as "Konenkamp Exhibit No. 1.")

Chairman WALSH. I know you have given a great deal of time to the preparation of this matter for the commission as well as having heard the testimony of the president of the company, Mr. Carlton, this morning, and if you have a general statement prepared summing up these facts and epitomizing the matter, and would care to give that before questions are asked, I believe it would be better.

Mr. KONENKAMP. With reference to the history of wages, the wages are lower to-day than 40 or 45 years ago, in actual money paid. The president of the Western Union made the statement this morning that the wages paid in New York in about 1870, that the maximum was \$118 a month and the minimum about \$55 a month. Our information would show that the maximum wage paid at that particular time was \$100 a month, but at the present time the wages in the State of New York for telegraph employees ranges downward from \$100 a month to, as one of our men remarked, "minus zero"; that is, there are persons who are working at telegraphy in New York who do the work for nothing and pay their car fare for the purpose of coming in and learning the business. The wages have been on the bare line of subsistence, and although the cost of living has increased, wages declined from 1873 to 1906. Between 1870 and 1883 wages were cut from 20 to 40 per cent and there has been a gradual decline to 1907, when rates were increased from 20 to 50 per cent. Then wages increased 10 per cent, and in the following year wages were lower than they had been at any time in the 25 years previous to that time. In 1908 a reduction of wages of from 10 to 30 per cent took place, and in 1910 the increase ran as high as about 25 per cent, accompanied by a "speeding-up" system which will be explained later. For instance, we have a table of wages here showing what was paid in various States for different periods. The most of these periods referred to are strike periods.

In New York in 1870 wages ran from \$90 to \$120 a month; in 1883 they ran from \$80 to \$85 a month; in 1907 from \$75 to \$85 a month; in 1908 from \$75 to \$80 a month; in 1914 from \$75 to \$100 a month; that is the maximum wage.

In Chicago in 1870 from \$90 to \$115 a month; in 1883 from \$75 to \$80 a month; in 1907 from \$75 to \$90 a month; in 1908 from \$75 to \$80 a month; in 1914 from \$75 to \$100 a month. The minimum rate of pay in 1870 was upward of \$50 a month, while in 1914 it was less than \$30 a month. The present scale ranges from \$30 a month upward with \$5 difference to \$100, which increase is limited to \$5 and is only obtainable after a battle with the system of red tape which is designed to shift responsibility and stall off the victims; thus the

average wages and the district expenses are kept down. There is a difference between the average wage and average earnings, which I shall go into later.

With reference to the question of hours, the present hours in a city like Chicago would be nine hours for a day; seven and a half hours at night; seven and a half hours on the split trick. The split trick is a shift where an operator might report at 11.30 in the morning and work until 1 o'clock; then he would report again at 5.30 in the evening to work until his day was completed.

The tendency for the past several years has been toward establishing nine hours for all work, first by changing the order of the tricks. Up to 1907 a shift that extended over 5.30 in the evening was considered a night trick, at seven and one-half hours; but since that time they have been gradually extending day tricks until within recent years operators have worked from noon until 9 o'clock at night, nine hours, on what were formerly known as night tricks of seven and one-half hours.

The same thing applies to split tricks. The companies extended them in New York, in Boston, and Chicago to nine hours, arbitrarily. These tricks applied to both men and women until within the last few days, when an announcement was made that the eight-hour day would be given to all women employees in functional offices. I do not know to what extent that will be applied, because I haven't learned as yet what a functional office is.

Commissioner O'CONNELL. What do you think it is?

Chairman WALSH. We must have perfect order, ladies and gentlemen.

Mr. KOKENKAMP. I should think perhaps it means the main offices, such as Chicago, New York, or St. Louis main offices, where the women are working at the maximum rate of speed and that it does not apply to branch offices. I may be mistaken, because it is a new term to me. In the small offices, however, operators do work as long as 13 hours at night. Some of them work seven days a week without any allowance for overtime or for Sunday work. At one time seven hours constituted a day on the waiting list, or extra list, but in recent years the day has been lengthened to nine hours. The companies attempted to abolish split tricks as far as possible, and to compel all operators to work nine hours. Since the day for operators on the waiting list has been lengthened to nine hours the tendency has been to take the operators off the regular tricks and to put them on the waiting list. This waiting list can best be described by an illustration that was given to me in St. Louis within the past few weeks. Some of the operators there reported as early as 5 o'clock in the morning, and as the business would increase they would be called in to work in the main room. They would be employed for 5 or 15 minutes, or perhaps a couple of hours; but as soon as they could be relieved they were ordered back to the waiting room to wait another call. These men might be called two, three, or four times in the course of a day, and they might not be called at all. After waiting as much as 14 hours in the day for work, and having been called when needed, they could get in an hour and a half or two hours' time.

This system is something that is new, but it is being pushed forward just as rapidly as possible in all of the offices of both the Western Union and the Postal.

Now, with reference to another phase; that is, reliefs. It is a rigid rule of the telegraph companies that no person can leave their work without permission for any reason whatsoever. They are not allowed to go to the toilet; not allowed to leave for their meals; they are not allowed to leave the room for any purpose, except on business, without permission. They are often compelled to wait for hours without the privilege of going to the toilet or to their meals. They are supposed to have 10 or 15 minutes in the morning and the same in the afternoon for personal attention, calls of nature, etc., and 30 minutes at lunch time for meals. In certain instances where there is an urgent request for such reliefs, and they are not granted for 30 minutes and an hour, health has been ruined, although any number of employees may be in the waiting room as extra operators. Those who are on the waiting list have become afraid to ask for their short reliefs while working, since if a relief is insisted upon the applicant will be among the first to be marked off, and in that way will lose time.

The efficiency system prompts the petty chiefs to disregard all rules governing and regulating short reliefs. The operators may protest in vain, but they are told, "If you don't like it you know what you can do." If one should ask for short reliefs within an hour after coming back from lunch, or after he reported for duty, he is likely to be taken to task for not regulating himself better. There are always plenty of extra men anxious to be called, who should be used for this work, but they are not.

In St. Louis recently, one woman was kept at her work on three different occasions until an accident occurred, and she was made the laughing stock of the office. Two officials ridiculed the whole proposition, and the superintendent at the Western Union office said his company should not be criticized because the woman failed to calculate the effect of the pills she had taken.

In Chicago, and all other large offices reliefs are always subject to traffic.

In St. Louis and Kansas City conditions are especially bad, while in Boston and Philadelphia and New York conditions in both companies are almost intolerable.

In Boston we have a record of a woman who waited for six hours before she was allowed a lunch relief, and she became faint and sick, and ate in such a hurry that she came back and she vomited her meal.

The Western Union chief in Boston says there shall be no short reliefs while there is business on hand.

Due to speeding up, the work demanded of an operator is twice or three times what it was 40 years ago.

The president of the Western Union made the statement this morning that if an operator of to-day did the work that he performed in 1870 they would be able to earn \$200 a month, but we have records to show what was considered a fair day's work in 1870. I know of personal knowledge that 300 messages a day was considered a standard performance in 1907, while to-day they describe in their own paper an incident of two operators averaging 981 messages apiece. They make the remark that this should not be considered as a record, but just as an incident.

In about 1900 the Postal Telegraph Co. started a bonus system. They advanced the number of messages required to be handled to 300 a day. One cent a message was paid for all over that number. On the longer wires, such as Chicago to San Francisco, a long circuit, men were required to handle 25 an hour, and a bonus was paid for all over that number.

The Western Union adopted the bonus system in 1904 or 1905, but later on abandoned paying bonuses, but kept up the speed mania. Both companies publish monthly in their employees' books speed records of individuals, and the officers in the district divisions urge the younger element to commit suicide in their efforts to make records for these purposes. Insanity, nervous prostration, and other things are the inevitable end.

Of later years the old system of encouraging the operators into further exertion has changed to slave-traffic tactics. They now demand more work, more speed.

The Western Union bonus system was originally a cent per message on all over 300. Now they pay eight-tenths of a cent for all over 480 messages in a day. Within the last seven years the minimum stunt has increased from 300 to 480, while the premium or bonus over the limit has been reduced from 1 cent to eight-tenths of 1 cent, a reduction of 20 per cent. All operators are required to maintain an hourly average sheet, and they also must maintain the average that the chiefs say should be performed on these particular wires. If an operator fails for any reason to maintain that average performance, he is usually reduced in pay or discharged, and in some instances blacklisted.

Recently operators sustained an average in a southern city of 72 messages an hour for six months. That would be at the rate of a message every 50 seconds—for every 50 seconds' work during that period.

The telegraph business has been changing from the Morse system to what is known as the automatic, where less-skilled labor is employed, and these employees are even making a greater record on the automatic than in the Morse. We have records taken from the Western Union News showing that women have maintained an average speed of a message every 21 seconds for 8 hours and 15 minutes in a day. In other words, 1,220 messages in 8 hours, or a maximum of 167 messages handled in one hour.

Commissioner LENNON. What length of time would it take you to do that, working when you were an operator, if you were an average operator?

Mr. KONENKAMP. Well, I thought I was a fair telegraph operator when I worked at the key, and if I were able to maintain 40 messages an hour I thought I was doing pretty good.

Commissioner O'CONNELL. Has the system improved, that it has been able to send messages more now than it was then?

Mr. KONENKAMP. Since the advent of the typewriter operators can work faster. They copy at a higher rate of speed than with the pen, and in later years a sending machine, known as the Vibroplex, or what operators call the

"bug," relieves the sending tension, and permits the sender to get up a higher rate of speed. But the facilities are just the same as they have always been, inasmuch as the telegraph operator must be able to distinguish the sounds just as fast as they are sent. At the rate shown here of 118 messages an hour over a Morse wire a telegraph operator would have to be able to distinguish 1,000 different sounds a minute.

Commissioner GARRETSON. Under the old system the limit of speed was in sending and now it is in taking, isn't it?

Mr. KONENKAMP. The limit of speed was in sending and now it is the ability to take it.

Commissioner GARRETSON. The key has been perfected until its resonance is so great they can send far faster than they could with the old clumsy instrument?

Mr. KONENKAMP. Yes.

Commissioner GARRETSON. In 1870 the tape was universal, wasn't it?

Mr. KONENKAMP. In 1870 the tape was universal, but there was no tape used to speak of within the last 25 years. All telegraphing has been by sound.

Commissioner GARRETSON. The sending instruments were individual operators on the tape machines.

Mr. KONENKAMP. Yes, at that time; yes.

Commissioner O'CONNELL. You spoke of the Morse system. What do you mean by the Morse system as different from other systems?

Mr. KONENKAMP. The difference between the Morse and the automatic is this: That under the Morse system the telegraph operator must use sounds or characters for each letter. For instance, a dot, which is the quickest impulse upon the key, a dash, which is a pressure three times as long as a dot, and a space, which is an interval equal to three dots.

Then, the Morse system is built up on a combination of dots, dashes, and spaces. The letter "a" is a dot and a dash; the letter "b" is a dash and three dots; the letter "h" is four dots; the letter "e" is two dots, a space, and a dot. So that in an ordinary word of 5 letters there may be as many as 25 different sounds that an operator must be able to transmit and put down on his typewriter. Putting it down at the rate of 118 messages an hour would approximate about 1,800 letters, and 5 characters to the letter would be about 9,000 different impulses in the course of an hour.

Commissioner O'CONNELL. The Morse system you speak of.

Mr. KONENKAMP. Yes; the Morse system of transmitting. Now, in the automatic system they use girls for punching out the letters on a tape, and then they feed it into a machine which has a number of different currents, or resistances, and this is worked upon a sort of selector system, so that when the tape with these perforations in it is fed into the machine this causes the message to come out at its destination in typewritten form.

In recent years the company has been trying its best, apparently, to eliminate the Morse operator and to use in its stead the automatic machine. Three to four girls and boys are usually required to do the work that one Morse operator formerly did, thus eliminating the skilled worker.

Now, the president of the Western Union this morning outlined his opposition to the union. It was not a surprise to us, since that has been the policy of the Western Union Telegraph Co. for 50 years. The president of the Western Union, as any other employee of the company, must follow out the policy. As stated, he has been with the company four years, and therefore only knows the policy as it has been handed down to him. But our history has shown that the policy has always been the same. In so far as the present administration is concerned, we must pay them this tribute: That while those who preceded them opposed labor organizations, the present administration seems to know how to fight harder and has less hesitancy in taking advantage of criminal methods in carrying on the fight. While these officials may say that they did not sanction the use of criminal measures in trying to destroy an organization, the least that can be said is they turned their heads aside while the criminal acts were being performed. The crimes were of just as great an advantage to them as if they had been sanctioned. Furthermore, when we attempted to extradite those who had committed the crimes to the city of Chicago for the purpose of answering to the courts, the attorneys of the Western Union Telegraph Co. defended those criminals. And those criminals are still on the pay roll of the Western Union Telegraph Co.

The opposition has been complete and it has been continuous. It has been a fact over 30 years that whenever a person held membership in a labor union

was found in the employ of the Western Union Telegraph Co., this employee had one of two alternatives to follow—he either surrendered his God-given right of freedom to hold membership in a union or severed his connection with the Western Union Telegraph Co. As stated this morning, they don't worry much about how the information is obtained, the company will use it.

An operator working for a newspaper in the city of St. Louis had his pockets rifled of union correspondence within the last few weeks. He wrote me on February 26, "My God, what will I do?" he says. "I am satisfied some spotter has stolen this information, and if it reaches the hands of the Western Union officials the devil will be to pay." I suggested to him that it might be well to notify President Carlton of the theft and to notify the local officials of the theft and of our determination to fight those methods; that if these men were discharged we were going to fight. But he says to me, "Be careful. We don't know that the Western Union got the information. We might as well bide our time." Four weeks later we got developments. Every one of the men mentioned in the stolen correspondence was discharged by the Western Union. We figured that the theft was the cause, and the discharge the effect.

The officials of the Western Union in St. Louis told a representative of the Government acting conciliator that the question of unionism was not a factor at all; that the company did not care what union a man belonged to any more than they cared what church he was a member of. But I was sorry to learn this morning that the old policy still exists and that the Western Union does care, and furthermore that they will continue to steal information; they will continue to commit any violence necessary to keep their employees in a state of subjection that is not witnessed in any line of industry in the United States.

We have here for the commission affidavits from men or statements from them where they are even willing to furnish affidavits to the officials of the Western Union Telegraph Co. that they were not members of the union, but a spotter had turned them in as a member of the union. So they were told, "Your affidavit is no good. The word of our spotter must prevail."

I have a great deal with reference to conditions that I shall go into later as questions shall be asked. Prior to 1867 the commercial telegraphers were allowed annual vacations with pay, but shortly after the Western Union consolidated these were taken away, and there has never been such a thing as a vacation with pay for a telegraph operator in the history of the Western Union Telegraph Co., unless within recent years to a favored few.

Chairman WALSH. Would it interrupt you too much to have you give the details of those two transactions you have given about the loss of the documents in New York and the loss of the documents in St. Louis? That is, what the documents were, the circumstances under which you claim they were abstracted, the names of the persons they were abstracted from, the evidence, if any, you have as to who committed the thefts, the number of names, for instance, that were taken, and where the employees were afterwards discharged. I think this would be the logical place to put that in, if you have it.

Mr. KONENKAMP. Yes. Now, in the first place, after I had talked to President Vail urging him to cease his warfare upon telegraphers who wanted to be members of our union, and after he told me that he was afraid to let them join an organization, I started on a western trip to view the situation and to do some organizing. But from the time I left St. Louis until a year and a half later, I always had the company of either Western Union officials or their spotters. In some cases there would be five, six, or seven of them with me. While at Denver, according to the confession of one of those who committed the theft, Superintendent Brooks, who, I understand, is a nephew of Vice President Brooks, told the men that I had a little black book that I seemed to refer to pretty often, and that they must by all means get that book out of my possession.

My wife was with me on the trip, and on repeated occasions we discovered that somebody had been in our rooms during our absence. We discovered that at Kansas City, at Omaha, at Denver, and at Salt Lake. I checked my baggage from Salt Lake to Ogden, and I found my lock was in bad order when I got my grip from the railroad station at Ogden. I discovered later these Western Union officials had prevailed upon the superintendent of the railroad at the Ogden Union Station to order my baggage brought up out of the railroad office into his office so that the Western Union officials could search it, looking for that book, and the lock was picked.

Finally, in October, 1911, after persistent effort on their part, and, as Converse, the spotter, told me, "We caught you napping when you went out of the

room suddenly. We went in there right after you left, and in searching your grip we discovered the book we had been after." That book contained 1,700 names, chiefly of nonmembers, persons who had been members at one time but had dropped out of the union for various causes and a great many of whom I had hoped to see and try to prevail on them to renew their membership. The names in that book were copied by a special agent of the Western Union Telegraph Co. named R. M. Shoemaker. He took the 1,700 names and he was not satisfied with the number of M's he found inside of it, so he proceeded to pad the list he had typewritten by making more M's. According to the statements we have, and we will furnish affidavits and other documentary evidence for the commission to prove it, this list was turned over to the general manager on the Pacific coast, or general superintendent, as he was known at that time, C. H. Gaunt, and, according to the confession, was delivered up to Mr. Belvidere Brooks, then general manager, and now vice president, of the company.

I suspected that something was going to happen when I saw that book had been stolen. My mind ran from—oh, everywhere from murdering some one to committing suicide. I earnestly believe that if my wife had not been with me at the very time, I should have done something rash to somebody or to myself. But we watched the developments and they came quick and fast. Within a short time the slaughter began. There were 20 men discharged in Atlanta; 50 men were discharged in Chicago. They created a reign of terror in the Chicago office by handing out vouchers every afternoon at 2.30. On Friday afternoon, to show their brutality, some operators working in the Western Union office said, "We would sit with our fingers crossed to keep away the jinx from 2.29 to 2.30, to see that we did not get ours; we did not know who was going to get it." It all came as a result of the stolen information.

The men would appeal to Mr. Carlton and Mr. Brooks, and in this appeal they would state their belief that they were discharged on account of their membership in the union. They said they were not members and wanted to be reinstated or restored. They appealed to the local officials to find out why they had been discharged. These officials didn't know, but orders came from higher up to let the men go. The men would appeal from the chief operator to the superintendent, and from the superintendent to the general superintendent, and a number of union officials were cowardly enough to try to create the impression in the minds of those men that the information had come direct from the union headquarters; that there was a leak over there; that the information came direct from the union to the Western Union Telegraph Co. This created the opinion in the minds of the men that the officials of the C. T. U. must be on the pay roll of the Western Union Telegraph Co. and were trying to lead them to slaughter.

After the men would apply to Mr. Carlton or to General Manager Brooks they would go through a sham investigation. Either Mr. Brooks or Mr. Carlton would write them, "I have your complaint and will investigate the matter." They knew why they were discharged. The orders came from their office to discharge them, but "they were going to investigate it." So after three or four weeks the men were told that "After a complete investigation we have concluded that it would be unwise for us to interfere with the judgment of our local officials." These officials did not have the nerve to stand by their guns, but they "passed the buck" to the local officers in practically every case.

We have affidavits covering the whole situation as to the names and including the affidavit of George Converse, who said that he stole this information from my room in Portland and that he was assisted in the work by two Pinkertons.

In the St. Louis case we have it sifted down to about three men, but the only evidence we have is the letter from the men stating that these names were stolen, or this correspondence was stolen, and the later effect in the discharge of the men.

Chairman WALSH. What is your estimate of the number of special agents which the company has employed, and upon what do you base it?

Mr. KONENKAMP. The number varies. In 1911 they had a regular bureau at New York under R. M. Shoemaker. He had an office located at 192 Broadway, and we had in the neighborhood of a dozen names there of persons who were on the pay roll. Since that time we have discovered that there were five or six others whose names were not included. At the present time they have a new system of work. After we exposed the Western Union system the officials concluded that Shoemaker had made a botch of the whole thing; that he had spoiled their game; that he was too prolific in letter writing; so they changed their system. I think Mr. Carlton was right this morning when he said the

various general superintendents arranged for their own spotters and that these general superintendents hired their own men.

In Chicago office we have a fair knowledge of four or five men who are on the pay roll, but I would judge that spotters average as many to a division as Mr. Carlton said they had all told; that is, 12. I would say there are close to 75 spotters in the service. Mr. Carlton's statement was that they have a few in every large, important telegraph office; but, then, in addition to that they have a system. These are the regular paid operatives—but in addition to that they have a system whereby for \$10 or \$15 a month slush money paid out of the slush fund of each superintendent, namely, things that they are ashamed to put on the books—for \$10 or \$15 a month paid in that form the superintendents get people who are working in the office to report to them regularly anything that they hear with reference to what transpires in the office. They have a large waiting list, as a rule, and it is customary to have some one on the waiting list to sit out in the room and to bait the operators. And if an employee talks too much, as in case of a telegraph operator in the city of St. Louis, who said he wished to God the Government had the telegraph because the conditions would then be better, that man is discharged. Under the circumstances it would be hard to tell just how many spotters the company has.

Chairman WALSH. What is the basis of your statement just made—that the company maintains a fund to pay out money in matters they are ashamed of?

Mr. KONENKAMP. The statements of men who have received money for such work.

Chairman WALSH. What basis have you for the statement there is such a fund kept without record?

Mr. KONENKAMP. From the statements of the men who have done this work and have told me that they were told by the superintendents that the pay came out of the slush fund.

Chairman WALSH. Are those covered in any way by the affidavits which you say you have?

Mr. KONENKAMP. No; that particular point is not covered by the affidavits.

Chairman WALSH. It is based on something someone told you verbally?

Mr. KONENKAMP. Yes.

Chairman WALSH. Just one other thing; you made mention of an alleged confession secured from some person who had something to do with the stealing of your papers. What were the circumstances under which the papers were secured? Was it an official matter, was someone arrested for it, or what? You also mentioned about some extradition proceedings that were defended by some of the company attorneys. Please give that more in detail?

Mr. KONENKAMP. In 1912 a man by the name of Converse, with whom I first became acquainted at Tucson, Ariz., although I had known him at other places along the line, and I felt sure he was a Western Union spotter, came into our Western Union headquarters at Chicago and said to our international secretary, Mr. Russell, that he was a former Western Union spotter; that he was a nephew of R. M. Shoemaker, who was the chief special agent; that he had become disgusted with the methods used and if we were willing to go after Shoemaker and some other individuals and prosecute them that he would expose the whole Western Union spotter system; that he would tell us who stole our suit case from the baggage room of the La Salle Street station in June, 1912, just prior to our convention held in Buffalo of that year. After some dickerings, Mr. Russell agreed to take his confession and see what could be done in the matter. We also became interested in a man who had been discharged from the service of the Western Union by the name of Rod-erick, who had been working as a spotter, and had a "run-in," as he expressed it, or had quarreled with General Superintendent Carroll, and quit. Rod-erick said he had decided to turn over these papers he had in his possession to us. We have the confession of Mr. Converse. The evidence was in printed form, which I can read or read extracts from, if you would like for me to do so now?

Chairman WALSH. Let it go into the record.

Chairman WALSH (continuing). Converse is the one that confessed?

Mr. KONENKAMP. Yes.

Chairman WALSH. You may submit that in the record. Are there any others?

Mr. KONENKAMP. It deals with the stealing of the suit case from the La Salle Street station on June 8, 1912. To recite the incidents briefly, they are this: We were going to our convention to be held in Buffalo on June 10. After

we had prepared all of our papers and got together all of the documents that we wanted to use at this convention we put them in a suit case and turned it over to our international secretary, Mr. Russell. Mr. Russell lives out on the Rock Island Railroad. On Sundays our elevator at the office does not start to run until 10 o'clock. We were to start at 8.25 a. m. The grip was very heavy, and Mr. Russell figured the safest place to leave the property for the night might be in the parcel room of the La Salle Street station. We knew there were men in the city watching us. We knew they were up to some deviltry. I had seen several of them on the street myself and I figured they had followed me from New York. One of them had the temerity to come up into the office, and I learned later that he had been sent to watch the others to see that they did not get drunk and to see that the plans made before they left New York were followed out.

The plan, as outlined to us in the confession, was this: That they were to arrange a surprise party at the house of Mr. Russell. They were to go and get a number of telegraph operators to go to the party. The spotters went so far as to arrange this surprise party with Mrs. Russell—sent out edibles and caused her to spend some money for edibles for the evening's entertainment. The arrangements were kept from me and I knew nothing about it, except a little gossip, but I thought it was a personal affair and kept out of it. The general plan was that while the Russells were entertaining this party, the plotters were going to slip into the house either through an open window or in some other way get the documents that had been intrusted to Mr. Russell's possession, and take them away. The checking of the grip at the parcel room at the La Salle Street station changed the plans entirely, so on the spur of the moment they decided that the thing to do was to go up and declare that they had lost the check for their grip and see if they could not get the suit case in that way. They were successful in getting the suit case out of the parcel room. When we called the next morning it was gone, and all of our convention reports as well as all of the papers we wished to submit there had gone with it. This put us in a very bad fix; we had to work all day Sunday in preparing new printed reports, and in preparing a lot of matter we had already prepared; but the papers, as described by Mr. Converse in his affidavit, were taken out of the grip that we had them in, put in their grips, and taken to Detroit, where they wired to the chief special agent of the Western Union Telegraph Co. that they were successful in their mission and awaited further instruction. The men were instructed to meet Shoemaker at the Hollander Hotel, in Cleveland, and they met him there and then they proceeded to New York, where, according to the affidavit, the papers stolen in that suit case were delivered to the chief clerk of the then general manager, Belvidere Brooks.

We told of this theft in our journal, and according to the affidavit this furnished the general manager of the Western Union a great deal of amusement. In fact, the language used was, "Brooks laughed like hell when he read the article."

After getting the confession from these men, we swore out warrants for three of them; Shoemaker, for having been here in May—about May 26—and conspiring with others to perpetrate the robbery; Frank A. Butterfield and Clarence Mercer, for stealing the grip. We succeeded in apprehending Butterfield through his making application for membership in our union under the name of Mike J. Burton at Memphis. In looking over the application in Mr. Russell's hands, I said: "There is our friend Butterfield." He had been a member under a number of aliases prior to that time, but we tripped him up. We had him arrested there and extradited to Chicago. He was defended by the best attorneys in Memphis, and his case has been pending since February of last year in this city. He was indicted by the grand jury along with Shoemaker and Mercer, and in June—no, in May—of 1914 we located Shoemaker still working for the Western Union Telegraph Co. in San Francisco; both of them are still in the employ of the company according to our last information. After locating Shoemaker in San Francisco we had him arrested. We arranged for extradition papers, but we were fought at every angle. After taking the case up to the circuit court of appeals in California, Shoemaker was released on a writ of habeas corpus on the ground that he was not a fugitive from justice, and, in my judgment, the court had to stretch several points in order to render the decision. We were told by persons interested that the Western Union Telegraph Co. was paying for the defense of Butterfield and also for the defense of Shoemaker.

Chairman WALSH. What attorneys of the Western Union defended any of these men? You said an attorney of the Western Union; do you know any of them by name?

Mr. KONENKAMP. Of course, I know who the attorneys are for Butterfield here; it is a firm by the name of Marshall, Smith & Feind.

Chairman WALSH. Give any cases that you have in mind, if there be such, in which the attorney for the accused was the attorney for the Western Union Telegraph Co.?

Mr. KONENKAMP. Oh, no; they were not the regular attorneys of the Western Union; they did not do that.

Chairman WALSH. Was that all of the general statement you cared to make, Mr. Konenkamp?

Mr. KONENKAMP. That is practically all.

Chairman WALSH. To what extent is seasonal employment a factor in the telegraph business?

Mr. KONENKAMP. During the summer months the opening of the summer resorts in the East and the tourist travel attracts quite a large number of telegraph operators to that part of the country. Along in the fall when the cotton begins to move the greatest amount of business is likely to be in the South, and that is also augmented by the tourist travel to the South; and in the West the tourist travel is quite a factor, and as the various crops are moved it is quite an important factor.

In Jacksonville, Fla., I was there in September, 1909, when the staff consisted of about 50 operators. I was there again in February of 1910 and the staff had increased to about 75 or 80. The men told me that the season was just about over and that they would start to leave there within the course of the next few days. As business drops off, the men usually leave there and they proceed on their own hook to move to some other city with a view of getting employment where business is good.

Chairman WALSH. What percentage of women and girls are employed in the telegraph industry, please?

Mr. KONENKAMP. I should suspect, at the present time, between 35 and 40 per cent.

Chairman WALSH. Has the number increased or decreased in late years?

Mr. KONENKAMP. It is constantly on the increase.

Chairman WALSH. If there is a difference in the wages paid to men and women, what has been your observation as to the amount of work done by the sexes, respectively?

Mr. KONENKAMP. As a rule, the men work the heavier wires; that is, the duplex and quadruplex wires, where the heaviest volume is transacted. But on lesser wires the women will do the same work as the men, and very often we find a man and a woman will be working together on a duplex; the woman might be working the New York end and receiving \$70 a month, while the operator who is handling the messages with her at the Chicago end would be receiving \$90 per month. That is, that would be their rating—not necessarily their earnings.

Chairman WALSH. What has been your observation with reference to the employment of messenger boys by the Western Union and subsidiary companies, and what services have been required of them?

Mr. KONENKAMP. It has been a general rule that almost any service might be required of messenger boys by the telegraph companies. I was reading just recently of an incident where a messenger boy was used as a custodian for a package that was being sent from New York to Washington as a Christmas gift to the wife of a millionaire, the price given in the newspapers being \$50,000, I believe; but the jewelry firm said it was not anything like that sum. But this particular phase of the work varies, as stated in the hearings held in the United States district court here within the last year, of acting as errand boy for an opium den. No distinctions or limitations are placed upon the work that I know of. Telegraph operators have told me that while they were working as messenger boys that they had been used to deliver packages containing liquor to persons in jail; that they were given those packages by women in the houses of prostitution and told to deliver them to a prisoner in the jail and to be careful not to let the guards know what was in that particular package. In the city of Scranton, a former manager of the Postal Telegraph Co. told me that they had call boxes in every house of ill fame in the city of Scranton, and that the Western Union had the same.

Chairman WALSH. Has there been any change in that practice of late years? Would you say the practice existed to-day, or have you any personal information as to where those call boxes are located at the present time? For instance, whether they are located in houses of ill fame or questionable saloons, and the like?

Mr. KONENKAMP. Well, no; I don't know much about that particular thing at the present time, except from what I have heard.

Chairman WALSH. Well, I was going to say that we probably would not care to refer to anything in the remote past, because the claim is very insistently made that the conditions do not exist to-day. But as long as you could refer to something at the present time—you have no information as the head of this organization as to the existence of these call boxes in questionable resorts at present?

Mr. KONENKAMP. I have a letter in my possession here from a man who asked to be protected, in which he said that in his particular town, which is in the South, that the practice still existed. We asked this question in letters sent out in preparing for this investigation, and the replies were generally that there had been no material change in the system in recent years.

Chairman WALSH. How about the cities—the city of Chicago, for instance? Have you any information upon that?

Mr. KONENKAMP. No; I have no direct information as to where these call boxes are located at the present time.

Chairman WALSH. How do the companies recruit their working forces?

Mr. KONENKAMP. They recruit a fair proportion of them from telegraph schools. Some of these telegraph schools are maintained by officials, by employees of the company, and others are maintained by the companies themselves. In practically all of the large cities of the country at the present time the telegraph companies have their own schools. For instance, in Chicago, in St. Louis, in New York, in San Francisco.

Chairman WALSH. Is there a constant increase in the demand for telegraphers?

Mr. KONENKAMP. There is a constantly decreasing demand for telegraphers.

Chairman WALSH. Well, what do you observe with reference to the number of telegraphers as compared with the demand; that is, if you can give us any definite basis of figures?

Mr. KONENKAMP. Now, we have a memorandum here on that subject that may cover the proposition. It says in the past telegraph schools were maintained privately, but in the past few years each telegraph company conducts its own schools. Every official is diligent in procuring new victims, and alluring promises and lying advertisements are used in the propaganda. So a continual stream of young and rosy victims are kept coming in, forcing out the older men in disgust to seek other fields. We can not do better than to quote Prof. Frank Parsons in his book on Government ownership of the telegraphs. He said as far back as 1900 [reading]:

"One young generation of telegraph operators gives way to another. I underline that sentence because it is the truth of tremendous import. One young generation of telegraph operators gives way to another. Do you know why? Do you understand the meaning of that fact? It means that the telegraph system in America is a great press in which the use and energy and life of thousands of men and women are coined into gold for industrial aristocrats. It means that as each new generation comes along the telegraph management takes as large a portion of it as may be wished, puts it into the great press, rapidly squeezes the youth and freshness and beauty out of it, the best years, too often all the years, out of it, throws it away as the cider maker rejects the juiceless pulp, and turns to replace it with new victims, rosy, plump, and hearty from another unsuspecting generation. It means that a colossal business is conducted in the interests of a few capitalists, regardless of the welfare of the multitudes who do the actual work. It means the oppression of labor, the overworking of employees, the appropriation by the master of all they produce beyond a bare subsistence—the methods that slaveholders always follow—with the added viciousness of caring nothing for the life or health of the slaves, because it costs the master nothing to replace them. Such is the meaning of our telegraph system on its working side—a perennial theft of youth and years, a systematic robbery of toil—a meaning that ought to enlist every lover of manhood and justice in the cause of a national telegraph."

The truth of this quotation will be appreciated by the thousands of old employees of this company who have been half starving all winter, making less

than time, \$5 and \$10 a week, while these tools were busy all the time turning out fresh, young faces who passed by them and were being constantly added to the regular force working full time and even overtime at half what the older men get, while they waited hours at a time for a few minutes work.

Other sources of supply are the 30,000 railroad offices in the United States. The increasing wages in the railroad telegraph offices, due to the strong organization of the Order of Railroad Telegraphers, tended to cut down the source materially; so the companies were forced to adopt some means to secure cheap labor. Quite a number still veer back and forth between the railroad and commercial services.

The telegraph companies have a school here—that is, in the city of Chicago—and they maintained this school and this advertisement throughout the winter when business was in a terrible state, when old operators were sitting 15 and 16 hours, hoping to get an hour's work a day. But still they advertised, "Telegraphy. The only trade that is not crowded. It insures steady employment and good wages. We are official instructors for the Western Union Telegraph Co., practical instructors; main line wires; employment furnish expenses if desired. State your age. Jones School of Telegraphy, 305 South La Salle Street, Chicago, Ill."

They issued a circular to parents of Western Union employees as follows [reading]:

"The Western Union Telegraph Co. has taken interest enough in the welfare of the boys and girls employed by them to arrange with the Jones School of Telegraphy to instruct them in telegraphy one hour every day free, and I am very much disappointed that more are not taking advantage of this opportunity to learn a good trade.

"There are several branches of the telegraph work taught by them, and I do not believe your boy or girl could enter a field of work offering them the advantages that this work does.

"If working days, have them go to school right after work; and if working nights, go to school just before going to work.

"One hour a day is not long for them to spend in school, and it may mean a great deal for their future.

"This hour's practice each day is absolutely free, and I sincerely hope that you can see the advisability of urging your children to attend school and attend regularly.

"The school would be pleased to give you any further details regarding this work, and, if you wish, will mail you a regular monthly report showing attendance and progress. Just write them to send this report.

"Very truly, yours,

"E. T. JONES, *Chief Operator.*"

We have another statement with reference to the telegraph schools and the wonderful opportunity to be derived therefrom, given by one of our members, and it says [reading]:

"Mr. Stiles W. Smith was appointed manager of the Postal at Saratoga, 1906"—that is, Saratoga Springs, N. Y. "At first he was given the salary of \$45 a month, although the office does a very heavy business in the summer, the receipts averaging from \$3,000 to \$4,500 for the month of August—our racing season—also that this office employs from 6 to 10 operators during that month, yet he was given the salary of \$45 a month. Think you of that, gentlemen; yet this very same business requires intelligence of the finest caliber.

"A street laborer receives that money, without the worry and responsibility of an office representing hundreds of dollars.

"In time he, Mr. Smith, was 'raised,' and after being manager of the local office approximately nine years he was promoted to the managership of the Troy, N. Y., office, at \$60 a month, for the same company.

"Needless to say that while in Saratoga Mr. Smith found it quite impossible to support a wife and family on his salary, and in the course of time started a so-called telegraph school. He charged each student \$1 a week, giving three lessons each week, the duration of which was about an hour. It is certain Mr. Smith never informed these students that their chances of securing a position at a living wage were very much against them, but I have heard instead offered all kinds of promises, which not even one did he ever fulfill.

"In this venture he received the sanction of Edison Kimmey, a superintendent of that company."

This man was driven by the force of circumstances to accept of others as pupils without acting in good faith.

In the various cities we find the same conditions prevailing. In New York we are told that they recruit part of their force through using the students for relieving the check girls. The check girls receive anywhere from \$3 to \$4 a week and upward if they become telegraph operators, and then they will receive from \$5 to \$6 a week at the start. But in getting relief for these check girls they will use students from their telegraph schools. So it is arranged that the students may practice for one hour and a half a day to learn telegraphy, then they will work as check girls, picking up the messages and distributing them around the room for half an hour. Then they are allowed 30 minutes in which to go out and buy their lunch, and then upon returning they are allowed another hour and a half of tuition, for which they receive nothing.

After they learn telegraphy the women are usually given very steady employment. In fact, we have a letter from New York saying that the Postal officials wanted the women to work overtime at night. The men find that after reaching the age of 30 or thereabouts, if they have been able to stand the treatment they received during that period, that instead of getting work, regular employment, they are assigned to the waiting list, and while the married men and those who have been in the business for a dozen or fifteen years sit out in the waiting rooms, or when the waiting rooms are overcrowded, as they have been in Chicago and Philadelphia during the last winter, they will loaf in the toilet until they are called in to take care of any excess work that may have originated. And then the higher the salary the less the likelihood of being called. If you are rated at \$80 a month the chances are that you are going to be among the last that are called, because if they have any person receiving a rate of \$50 a month that could do the same work that you are being paid \$80 for doing they would call the \$50 a month operator first, since that means so much less for operating expenses. Ordinarily in most lines of industry length of service and ability are considered important factors in developing the rate of pay; but those who have spent 15 or 20 years in the service find that they are at the bottom of the list. The reward for remaining in the service until you are too old to learn anything else is the worst kind of treatment that can be handed you.

Chairman WALSH. Just briefly, what features are required of the applicant to sign not to join organizations?

Mr. KONENKAMP. Yes; the Postal Telegraph Co.—

Chairman WALSH. What is the nature of the pledge?

Mr. KONENKAMP. We have a regular form, we have a copy of their forms which we will file with the commission. They have two forms: One is for membership in what is known as the Postal Telegraph Employees' Association, which is supposed to be a voluntary association that all are compelled to join. And in that you state: "I am not a member of any union, and I hereby agree not to join any union while in the employ of the Postal Telegraph Co." Then they have another application form which they use in some cities in which they ask: "Are you a member of any labor organization?" And then below there is another question: "Are you willing to surrender your membership in the union if given employment?" And it depends upon your answers to those questions as to whether you get employment or not. The Western Union, I don't know that they ask that question, because they have so much confidence in their spotter system that they feel it is not necessary to commit themselves on paper.

(The witness later submitted, in printed form, blanks entitled "Application for Employment" in the Western Union and Postal Telegraph Cos.)

Chairman WALSH. Could you state concisely the financial history of the Western Union Co.?

Mr. KONENKAMP. The most complete record that I have seen, the most concise record, is given in Parsons Telegraph Monopoly. I shall quote from page 43 there of the condensed record:

"The following statement of Western Union transactions will give a good idea of their methods: Table 4. Original investment, \$150,000; original capital in 1852, \$240,000; capital stock in 1858, \$385,700."

Brownsville line was \$75,000, and was bought by issuing stock, \$2,000,000, so that in 1863 the Western Union plant, worth \$500,000, had a total stock issue of \$3,000,000. They declared a stock dividend in that year of 100 per cent, thus increasing their capitalization to \$6,000,000.

Then they issued stock to buy other lines totaling \$3,322,000 and declared a stock dividend of \$1,678,000, bringing the total in 1864 to \$11,000,000.

Then they declared a stock dividend of \$11,000,000, increasing their capitalization so that in January, 1866, it was \$22,000,000.

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They issued stock to buy the United States Telegraph Co., which was worth \$1,443,000. They issued stock, \$7,216,300.

They purchased the American Telegraph Co., worth \$1,500,000, by issuing \$11,833,100 of stock. That brought their total capitalization in 1866 to \$41,049,400. Then they declared a stock dividend of \$5,060,000.

Then they purchased the American Union and Atlantic & Pacific Cos., worth \$3,232,000 aside from the franchises by paying \$23,000,000, but as the Western Union already owned over \$4,000,000 of the Atlantic & Pacific the new issue was only for \$19,080,000. And then they declared a stock dividend of \$15,000,000, bringing the total in 1884 to \$80,000,000.

Then they purchased the Mutual Union, worth about \$3,000,000, by issuing \$15,000,000 in stock. The total stock in 1895 was \$95,000,000.

Since that time they have issued a few short dividends, so that the present capitalization is about \$99,000,000.

I can't give you the exact figures on that. I thought I had it with me, but it is in the neighborhood of \$99,000,000 out of a \$100,000,000 of capitalization. They have underlying bonds of, I believe, \$32,000,000. That is the history of the Western Union Telegraph Co.'s capitalization.

With the Postal, the Commercial Cable Co. purchased the full control of the Postal Telegraph Co. in 1897 by issuing \$20,000,000 in bonds to cover the purchase of the land lines. The capitalization of the Commercial Cable Co. was \$25,000,000.

In 1904 the controlling interest of the Commercial Cable Co. and the Postal, namely, the McKay family, the McKay interests, organized an unincorporated association under the laws of Massachusetts with a capital of \$50,000,000 with 4 per cent cumulative preferred stock and \$50,000,000 of common, which was offered in exchange for the \$25,000,000 of Commercial Cable stock upon the basis of \$200 worth of preferred and \$200 worth of common McKay for each \$100 worth of Commercial Cable stock. In other words, four for one.

The Western Union has paid a 5 per cent dividend upon its watered capitalization, or did pay it for a number of years prior to 1907. At that time, as a result of one of the numerous strikes brought on by the inhuman, barbarous treatment accorded its employees, their stock, their dividend rate was reduced to nothing. They had to pay in scrip; they had no money. Then the rate was established of 3 per cent, until within the last year it was increased to 4 per cent.

But I believe there is likely to be an increase in the rates inasmuch as they have filed a report with the Public Service Commission of Massachusetts showing that during the year ending June 30, 1914, they were able to reduce operating expenses \$5,000,000, but I am afraid that the telegraph operators contributed the most of it.

Chairman WALSH. I wish that you would make any statement that you have to make with reference to the list that is kept by the company in which the standing of the men is indicated, as well as their affiliation with any organization; I believe you call that a black list. I wish you would state what the actual operation of it has been under your observation, that is, whether or not it has been complied with in instances and its effect and anything you have to say about it.

Mr. KONENKAMP. I heard the president of the Western Union make the statement this morning that they did not maintain a black list. However, we will furnish the commission copies of the Western Union Co.'s discharge list, which was mailed to us from a railroad telegraph office, and in some of those lists which will be furnished there will be reference to where the superintendent of telegraph on the Missouri Pacific was very anxious to locate the whereabouts of some particular telegraph operator.

I have seen the Western Union Telegraph Co.'s discharge list at the office of a railroad telegraph superintendent, or the chief dispatcher. I saw it while working as a railroad telegrapher.

In addition to that, we know from actual experience that the officials of the Western Union and the Postal exchange information. We expect to be able to produce one piece of documentary evidence showing that to be a fact, while in numerous instances that will be referred to—

Chairman WALSH. Will you indicate the documentary evidence or the substance of it, so that if anyone subsequently refers to it—

Mr. KONENKAMP. Mr. Russell will cover that. He will cover that part. He is the international secretary.

Chairman WALSH. Mr. Russell is your secretary?

Mr. KONENKAMP. Yes.

Chairman WALSH. He will cover the proposition of the alleged black list?

Mr. KONENKAMP. Yes.

Chairman WALSH. What, in your opinion, Mr. Konenkamp, is the proper remedy for the conditions of which you complain in your industry?

Mr. KONENKAMP. The most important remedy for any body of workers is to protect them in their rights to organize. I have been connected with the labor movement for nearly 20 years, and during that time it has been my observation that where the right to organize was established the workers were thoroughly well able to take care of themselves. It may be a new thought to some of the commission that the American Federation of Labor is composed chiefly of organizations in competitive industries.

That if you would compare the list of union organizations affiliated with the American Federation of Labor with the list of the large corporations listed on the New York Stock Exchange that you would see that as the power of the employer increases the power of organized labor has decreased in a thoroughly reasonable proportion, so that the chief factor is to establish the right to organize.

With reference to the telegraphers in particular, as a public-service corporation, we have felt that some method of protection must be afforded to the workers by the Government. Laws against blacklisting, against coercion upon the part of employers or against prohibiting from discharging on account of his membership in any union, in church, or anything else, as they have done in the Western Union, and discharge them for talking to me, would be of no benefit whatsoever. There must be something more substantial established.

We have had experience under industrial disputes investigation act of Canada. I heard Mr. Comerford's testimony this morning and I felt that, in a measure, his suggestions with reference to publicity would be of value. I feel that the main benefit is likely to come through investigation, through compulsory investigation. I do not like the Canadian act, because it has been my experience that it holds the labor unions at bay while the employer shoots the union full of holes. For instance, when trying to secure a board of conciliation in a case where a subsidiary of the Western Union—the Great Northwestern—in Canada had discharged a number of our men, they refused to deal with the committee or in any other way enter into collective bargaining. We were held in a position where we did not strike without running the risk of going to jail; but at the same time the officials went around with a statement and compelled the employees to sign that document, repudiating the organization and repudiating the committee that had been authorized to represent them.

Chairman WALSH. How long did they hold you off?

Mr. KONENKAMP. From the 1st of February until the 14th of July—5 months and 14 days.

Commissioner GARRETSON. That was while they were trying to make up the board, was it not?

Mr. KONENKAMP. No. First of all, by the company, they objected to our having a board, and that took three weeks to get a board, and two more to get the board organized. We had a hearing one day, and then a representative of the company had a golf engagement or something that he had to attend to which delayed us again. Then the chairman of the board objected to another date because he had to attend a race meet, and even our representative had trouble in making satisfactory dates for continuing the hearing. We met the first time on about April 5, and after we had a session for one day we were continued until May 24 and 25, and then we were continued until July 12, and on July 12 they concluded their hearing and, I believe, handed their award down on the 13th or the 14th.

Chairman WALSH. Outside of that particular thing, is the Lemieux Act, generally speaking, effective? Could it be made effective, outside of the coercive features, or the features that might make for delay?

Mr. KONENKAMP. Why, yes; I believe that something of that sort could be made effective. Inasmuch as the Lemieux Act compels the employees to maintain the statu quo and remain at work, it should prohibit the employer from discharging men during that period; it should facilitate the granting of the board; that would help. If the law would require that the board continue their hearings until the matter was adjusted, it would all help, and probably tend to make the board a fairly workable proposition.

Commissioner O'CONNELL. The employer might get rid of his entire force during the time the hearing was taking place?

Mr. KONENKAMP. At the present time, yes.

Commissioner O'CONNELL. And would not, under the law, be considered liable?

Mr. KONENKAMP. No.

Commissioner O'CONNELL. He could get rid of all of his employees by the time the board rendered their decision, and there might be no employees left?

Mr. KONENKAMP. Invariably they get rid of the agitators, so called—that is, the leaders in the movement—they invariably are sacrificed under the Lemieux Act, where you get a hostile company such as the Western Union and Postal to deal with.

Commissioner O'CONNELL. At any rate, it applies to public utilities?

Mr. KONENKAMP. Yes; it applies to railroad transportation, street cars, and coal-mining companies.

Chairman WALSH. Commissioner Lennon would like to ask you a question.

Commissioner LENNON. Take the two lists that were stolen, one in St. Louis and one I believe in Ogden, the discharges that followed them; were they confined entirely to the names that were on the list?

Mr. KONENKAMP. No; I presume not. But in the St. Louis instance I believe the name of every man who was on the list was discharged.

It was in Portland that the other names were stolen; no; not all of them were discharged. Quite a number were brought up and told they were members of the union and if they would surrender their cards they would be permitted to go back.

Commissioner LENNON. I do not mean were they all discharged, but were there people discharged that were not at all on the list? There might only be a hundred of them discharged that were on the list, but there were others that were not on your list at all discharged?

Mr. KONENKAMP. I think that there were some, but not many.

Commissioner LENNON. What efforts have you made, or the executive officers of your organization, for a conference with the officials of the telegraph companies looking toward recognition of your union and the transaction of collective bargaining with them?

Mr. KONENKAMP. When I was elected to the office in 1908 I figured that in view of Mr. Clowry's attitude, who was then president and general manager, that it would be worthless as long as Clowry was at the head of things.

When Theodore N. Vail was elected president of the Western Union I had hoped that perhaps a new era had come. So I arranged for a conference with Mr. Vail and met him in January of 1911. I talked to him at some length with reference to the organization and the warfare that the Western Union had carried on for 50 years against any organization on the part of the employees. He was very friendly, expressed sympathy for the operators, that the conditions under which they worked were disgraceful, and wanted to know my views.

I outlined our negotiations with the Canadian Pacific and suggested to him that some arrangement whereby he would deal with a committee of employees collectively and establish a system of rules, not necessarily recognizing the union, but simply dealing collectively and not discriminating against union men, might tend to relieve the situation that he found in the telegraphers.

He said he hoped to make conditions so good that it would not be necessary to have an organization of employees. He said he was going to take the matter up with his executive committee, and for me to remind him at a little later date, say, in a month, of the matter, and he would let me know.

I wrote to him on the 18th of February and reminded him of his promise of a conference, but received no reply. And about that time what we call the wrecking crew was very busy in the West. They had located a number of members in Helena, Mont.; they had discharged them and told them plainly that unionism was the reason for their discharge. This practice extended to other cities, until I had a list of about 8 or 10 different points where they were engaged in this particular warfare. I wrote to Mr. Vail and told him that if that was going to be their attitude he might as well tell me about it, so we could consider the matter ended and withdraw. I received a reply from Vice President Carlton, now president, saying that Mr. Vail was out of the city, and that he would be back, and then the matter would be brought to his attention.

I saw Mr. Vail again in May and outlined the conditions to him, what the various superintendents had said, how they were going to exterminate the

union inside of a year, and that General Superintendent Gaunt on the Pacific coast had outlined a system to put the union out of business, and that they were going to follow it; told him all these things, with strong emphasis. He condemned such a state of affairs, saying, "My God, the conditions of the telegraphers is nearly absolute slavery." Then he added, "I was in Chicago recently and the thing that impressed me in my visit to that office was the complete absence of any look of hope upon the faces of the men that were employed there. And when I returned to New York I told my directors that I had suggested to one of the local officials in Chicago that they ought to put a sign up over the door reading, 'Abandon all hope ye who enter here.'"

I thought that it was very strong language. I felt quite enthused over it, but, as Mr. Carlton said, I was mislead. I believed that a man making those statements, as president of the concern, might be willing to do something. However, since we are told the executive committee dictates the policy, and that may be the reason. But Mr. Vail continued, "Mr. Konenkamp, if you can give me the facts, if you can show that my superintendents are acting in the way that you say they are acting and furnish me with the proof, somebody is going to walk the plank, and they are going to walk mighty quick." Well, I felt that several superintendents needed to be discharged, and I felt happy over that. So I prepared the statement. Mr. Vail gave them the full details, and it resulted in correspondence which I will file with the commission, a copy, showing the whole thing, outlining the cases in detail.

He replied that I carried the question too far. Finally, at another conference in August of that year, at which he says he was between the devil and the deep sea and didn't know what to do; that he would like to see the men have an organization; that he believed that the telegraphers were unjustly treated; and that there was absolutely no reason why the higher officials should not stop this persecution of the employees. But he said until we can get a perfect organization of employees and one of employers whereby the equities of both sides will be absolutely protected, and where there will not be any encroachment upon the part of the employees and no encroachment upon the part of the employer, I am afraid we can't have it, Mr. Konenkamp. I suggested to him that he was talking of heaven and not of a labor union.

I said that I thought that in any event that the human element would have to be considered every possible way whereby we might use the principle of arbitration; but he raised an objection to everything, that in arbitration it was a case where some one had to compromise, and he was opposed to compromise of every kind. Finally I told him it was my impression that he was in favor of an organization such as Mr. Dooley spoke of. He wanted to know what that was, and I said it was one in which there were no dues, no benefits, and damn few members. He laughed and said he didn't think he went quite so far as that, but in view of later developments, I think he did.

After this conversation I started on my western trip, and then the warfare broke out in earnest, and as I said before, while the officials may decry criminal methods, while they may decry the criminal methods of their employees, nevertheless at any time any of their employees use violent means of getting information they were always ready to take and use it to the best of their advantage.

Commissioner LENNON. What would be the attitude, or is the attitude, of your union now, as to opening negotiations to bring about the necessary good feeling between the telegraphers and the administration of the company?

Mr. KONENKAMP. There is only one thing that we have asked for, and that is the right to organize. If the Western Union and Postal were willing to establish a system such as is in effect on the Canadian Pacific, namely, a set of rules briefly outlining the rights of the employees, and establishing the rates of wages, I should be perfectly satisfied to let everything else work out accordingly. We find that in each instance the employer says, "We are willing to deal with a 'responsible organization,'" but I don't know how they expect the telegraphers of the United States to create a responsible organization when every time a man joins openly, the spotters of the Western Union and the officials proceed to crucify him.

Speaking of the responsibility of the company, I believe that the officials of the company should consider their own responsibility, not only as officials of the company, but as citizens of the United States, and stop their present methods. If they were willing to do anything within reason, we certainly would be delighted to cooperate with them; and if it were a question of personality, or the personal of either Mr. Russell, the international secretary, or myself, I am here to state that if it were to be the price of the Western Union Telegraph Co.

establishing such relation with its employees, that within 90 days after they had established contractual relations with their employees and established a system such as the Canadian Pacific has, that both Mr. Russell and myself would be only too glad to resign and let the men elect others to take our places. There is only one thing we are interested in, and that is the welfare of the telegraphers of the United States.

I have tried, while president, to conduct myself as a man should at all times; any person who has had contractual negotiations with me, or with our union, at any time, will say that we have always acted in an honorable and upright manner. If the Western Union investigated our records I think they will have to admit that we are in this position, that we are willing to go the limit before this commission; we are willing to outline anything the commission wants to know, and we are not afraid of any comeback from any sources; we are absolutely clear and aboveboard in our dealings and stand so at all times. If there was any question of personality, or responsibility involved, I would be glad to have the company officials say with whom they would agree to the principle of collective bargaining, and I feel satisfied that the workers, the telegraphers of the United States, would go a long way to cooperate with them, since we then would see some hope for the freedom we are striving for.

Chairman WALSH. Commissioner Aishton wishes to ask you another question.

Commissioner Aishton. You quoted from Parsons's Telegraph Monopoly, I think it was?

Mr. KONENKAMP. Yes, sir.

Commissioner Aishton. What is it?

Mr. KONENKAMP. A book written by Frank Parsons about 1890, outlining the abuses of the telegraph up to that time.

Commissioner Aishton. And it was an argument in favor of the governmental ownership of the telegraph, and so used?

Mr. KONENKAMP. The argument was in favor of Government ownership of the telegraph, and so used.

Commissioner Aishton. And is he the same party you quoted from, I have forgotten just the text, when you spoke of the rosy cheeks of the fresh young victims, etc.?

Mr. KONENKAMP. Yes, sir.

Commissioner Aishton. Is that in that book?

Mr. KONENKAMP. Yes, sir.

Commissioner Aishton. Have you any personal knowledge of the age and service of what you might call the operators holding long jobs in the Western Union office, take in Chicago? Is there a fair proportion of the men that have been in the service quite awhile, or are they all waiting outside?

Mr. KONENKAMP. There is a fair proportion outside, but there is a large number on the waiting list, and we find this condition prevailing and gradually increasing, of eliminating the men who have been in the service for some time.

Commissioner Aishton. But there are quite a number of old men?

Mr. KONENKAMP. Yes.

Commissioner Aishton. About this Canadian Lemieux Act; as I understand it you have stated that your chief objection to that act is that it does not maintain the statu quo; in other words, it gives one side opportunity to prepare for a strike, and on the other hand get rid of the leaders of the strike.

Mr. KONENKAMP. That is one thing.

Commissioner Aishton. Is there any other objection?

Mr. KONENKAMP. Yes, sir; the long-drawn out process, and also the difficulty in getting a board.

Commissioner Aishton. You, I believe, agree with the principle that public-service corporations, and the employees of public-service corporations, are in just a little different position with the public than what you might call plain industrial organizations, do you not?

Mr. KONENKAMP. Yes, sir.

Commissioner Aishton. That is all.

Chairman WALSH. Commissioner O'Connell wishes to ask you a question.

Commissioner O'CONNELL. Do you believe the public ownership of telegraph companies or lines would make a fair employer—to do that?

Mr. KONENKAMP. I should think that it would be a wonderful improvement over present conditions, although our organization in committing itself to the doctrine of Government ownership does so with this restriction, that the right to organize shall be maintained and established.

Commissioner O'CONNELL. The right is not given in any way where the Government acts as the control, as, for instance, in the Postal Service?

Mr. KONENKAMP. No; not entirely. Yet it is given to a greater extent than it is in the Western Union.

Commissioner O'CONNELL. Well, isn't there a very great opposition to it?

Mr. KONENKAMP. Yes; on the part of supernumeraries and minor officials particularly.

Commissioner O'CONNELL. It depends largely on the man who is to administer it?

Mr. KONENKAMP. Chiefly.

Commissioner O'CONNELL. Would the extension of the law now known as the Newlands law, which applies to railway service and transportation, if that were extended, would it be beneficial.

Mr. KONENKAMP. Why, in dealing with the Western Union and Postal, I am afraid not, for this reason, that with any organized effort for us, they would have no hesitancy in refusing to deal with any concern of that kind where they were permitted to act voluntarily; that they would refuse to arbitrate.

Commissioner O'CONNELL. Do you think the creation of a department by the Government to which industrial disputes, regardless of whether for transportation or industrial concerns, that the influence of the Government behind such a board would not be beneficial and that corporations would not come in and meet with representatives of their employees or organizations of their employees?

Mr. KONENKAMP. I have had a little experience within the last two weeks at St. Louis in connection with these men that were discharged. I went down there to call a strike—rather, to permit them to go on a strike, because I can not call a strike; the men themselves had voted to strike to reinstate the men. The local union had applied to the Department of Labor for a conciliator to come in and try to adjust the matter. The local superintendent there declared emphatically that unionism was not the cause of their being discharged. He gave a number of reasons that were proven to be not well founded, to say the least, and finally the company agreed to reinstate all the men. But they have not kept faith so far, and I think the only way they will reinstate them is when those men are ready to surrender their union cards. So the department, as it is worked at the present time, I don't think is sufficiently effective to cope with concerns such as the Western Union and the Postal Telegraph Co., and of other corporations controlling large monopolies of employment.

Commissioner O'CONNELL. That was representatives of the United States Labor Department?

Mr. KONENKAMP. Yes.

Commissioner O'CONNELL. That is a department of labor within itself?

Mr. KONENKAMP. Yes, sir.

Commissioner O'CONNELL. Or rather it is a department of mediation within itself?

Mr. KONENKAMP. Yes, sir.

Commissioner O'CONNELL. I am speaking of a larger function than that, however—a function that you may know of in England, in which there is a board created, that board composed of workmen and employers and the public. And when that board suggests or asks representatives to come before them, it starts with the influence of the Government and of the people, both labor and capital, and of the so-called public.

Mr. KONENKAMP. Yes; the wages board you speak of.

Commissioner O'CONNELL. Yes, sir; that that influence, with the Government behind it, purely voluntarily in every sense, that public opinion would be bound to find an expression that even the most arbitrary would find it pleasant to abide by. Do you think that such a board might be established in this country that even the most arbitrary employer, that you might have in mind would find it convenient to take part?

Mr. KONENKAMP. I have not looked into the operations of the wages board quite as closely as I might have. Is this the system in effect in New Zealand, where a judge recently suspended all of the workings of the wages board?

Commissioner O'CONNELL. No; oh, no. The New Zealand transaction is entirely different.

Mr. KONENKAMP. Well, I don't know so much about the English board.

Commissioner O'CONNELL. The New Zealand board would come nearer the Canadian board.

Commissioner AISHTON. I would like to ask one question, Mr. Chairman. Chairman WALSH. Certainly, Mr. Aishton.

Commissioner AISHTON. Are you familiar with the operation of Government ownership of telegraph lines in Great Britain?

Mr. KONENKAMP. I have read a great deal of it.

Commissioner AISHTON. Have you any knowledge as to whether there has been a large improvement to the conditions of the people working in that service under Government ownership?

Mr. KONENKAMP. I have a brief summary here called "The Deadly Parallel" we published at one time. [Reads:]

"English telegraphs: Immediate improvement in wages and hours after Government took telegraphs. In 1870 only 39 per cent of total revenue went into wages under private ownership; by 1875 this had risen to 52 per cent.

"United States telegraphs: In 1870 operators received a maximum of \$115 to \$125 per month. Denied better wages, they struck.

"English telegraphs: From 1881 to 1895 wages increased \$150 to \$200 per annum and hours shortened one-seventh. Conditions vastly better than those that prevailed in 1870.

"United States Telegraphs: Up to 1883 wages had been reduced 30 to 40 per cent, and the maximum paid \$80 and \$85 per month. This forced a strike. Conditions much worse than in 1870.

"English telegraphs: From 1895 three additional increases in wages made up to present time, 1897, 1905, 1908.

"United States telegraphs: Reductions continued until 1907, the maximum had reached \$75 per month, the cost of living meanwhile having increased 40 per cent. Another strike in protest against existing conditions.

"English telegraphs: On 1895, 72 per cent of total revenue went into wages, probably larger to-day.

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"English telegraphs: An eight-hour day and seven-hour night is the rule, which has prevailed for many years.

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"United States telegraphs: Absolutely no security of employment. Men at mercy of self-seeking minor officials. Length of service and ability no determining factors in wages paid individuals. Right of organization denied; right of petition denied; discharge and black list the penalty, and no appeal"—

Commissioner AISHTON (interrupting). Pardon me. What is that quoted from, Mr. Konenkamp?

Mr. KONENKAMP. This is from our own journal.

Commissioner AISHTON. Gathered by yourselves?

Mr. KONENKAMP. Yes, sir; but gathered from various statistics.

Commissioner AISHTON. We will be glad to have you submit that to the commission, but what I particularly wanted to inquire was this: The difference as to the living conditions, wages, and that kind of thing as to the people employed in that craft under Government ownership there and in the United States. Have you any information as to that?

Mr. KONENKAMP. Yes; we have information with reference to it that goes to show—

Commissioner AISHTON (interrupting). Would you mind submitting it to the commission?

Mr. KONENKAMP. Yes, sir; we will submit that and show what our wages are as compared with theirs.

Chairman WALSH. And give us all that data?

Commissioner O'CONNELL. And with that, Mr. Konenkamp, the result enjoyed by the public—that is, the cost of telegraphing in Great Britain as compared with that in the United States?

(The witness submitted copy of the Commercial Telegraphers' Journal, Vol. X, No. 6, June, 1912, containing the data referred to.)

Chairman WALSH. Mr. Garretson has a question or two.

Commissioner GARRETSON. Following up this question of Government ownership a little further, Mr. Konenkamp, are you familiar with the facts as to conditions that obtain on the Inter-Colonial road owned by the Dominion of Canada?

Mr. KONENKAMP. I have a fair knowledge through knowing a number of telegraphers who are operators.

Commissioner GARRETSON. And are the organizations met and dealt with on that road precisely as on the other Canadian railways?

Mr. KONENKAMP. Yes, sir.

Commissioner GARRETSON. Are you familiar with the conditions on the Panama Railway, owned by this Government?

Mr. KONENKAMP. Why, in a general way, through personal acquaintance with people who are operators and have worked for it.

Commissioner GARRETSON. Are committees representing the employees on the Panama Railway met and dealt with?

Mr. KONENKAMP. I am not sure about that, but I know the railroad telegraphers have an organization. I am not sure that they have a schedule or not; I know they are allowed to organize at least, and I presume that means contractual relations.

Chairman WALSH. At this point we will adjourn until 10 o'clock to-morrow morning.

(Thereupon, at 4.35 p. m., Monday, April 12, an adjournment was taken until 10 a. m. Tuesday, April 13, 1915.)

CHICAGO, ILL.,

Tuesday, April 13, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Aishton, O'Connell, and Garretson.

Acting Chairman LENNON. Mr. Konenkamp, will you please resume the stand? Commissioner O'Connell will ask you some questions.

Commissioner O'CONNELL. I want to ask you a question. Mr. Konenkamp, and you need not answer it if you do not think it proper. What method do you pursue to enroll your members who are employed by the Western Union or the Postal Telegraph Cos.? If the companies have a system of spotting your members, and your members know that it is against the policy of the companies to employ union telegraphers, what is the method you have of enrolling and keeping them? You need not answer that question unless you desire.

Mr. KONENKAMP. We have several methods of enrolling those members. Of course, where they desire it we issue membership cards in their own name, but on account of the system of espionage maintained and on account of the complaints made that the companies will even rifle the lockers of the men and will get spotters in their rooms, and complaints of a number of other kinds whereby they get information, we arrange with some of our members who are not in the employ of the company to carry those memberships; for instance, I have friends who are on the records as S. J. Konenkamp No. 2, S. J. Konenkamp No. 3, 4, 5, etc., and from time to time we are likely to get communications from our local secretary saying, "Find herewith initiation fees and dues; send us 10 cards in any names and we will be responsible for them." So we immediately proceed to issue cards under an alias, and there are a great many members of our organization of whom we have no record except under assumed names, since they find their rights as American citizens are so abridged that they dare not exercise the least of them without punishment.

Commissioner O'CONNELL. Do you have a record of enrolling them numerically?

Mr. KONENKAMP. Yes; we use numbers, certificate No. 3576, certificate No. 3578, or N. No. 290, almost any combination. I presume we have the names of all of the greatest patriots of America on our list, from George Washington and Thomas Jefferson down, but we do not know who they are.

Commissioner O'CONNELL. You have members, then, employed by both the Western Union and the Postal Telegraph Cos.?

Mr. KONENKAMP. Oh, yes; they have not succeeded in wiping out our membership entirely. We have found that their spotter system is so fine that we can figure that the chances are about 10 to 1 in our favor, namely, that the Western Union discharges 9 nonunion men for every union man. That was the record when they stole the information from me.

Commissioner Aishton. I would like to ask one question, Mr. Chairman. Chairman WALSH. Certainly, Mr. Aishton.

Commissioner Aishton. Are you familiar with the operation of Government ownership of telegraph lines in Great Britain?

Mr. KONENKAMP. I have read a great deal of it.

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Chairman WALSH. And give us all that data?

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(The witness submitted copy of the Commercial Telegraphers' Journal, Vol. X, No. 6, June, 1912, containing the data referred to.)

in working the leased line wires was referred to the chief operator, and he took it up with the telegraph operator, so my answer would probably be yes.

Commissioner GARRETSON. Speaking of your agreements with the C. P. R., in which seniority governed by fitness and ability, you stated that the superintendent was the judge as to the fitness and ability under the agreement?

Mr. KONENKAMP. The telegraph officials are; yes.

Commissioner GARRETSON. But under that system it lays the burden of proof on that official to show that he is unfit?

Mr. KONENKAMP. Oh, yes. We would object to any favoritism; just a complaint that a man was incompetent, unless they were able to prove it.

Commissioner GARRETSON. Back in '70, 1870, that being the date quoted, were not the old rates of employees, when the wage ran from \$55 to \$115—I think those were the figures quoted—was it not a fact that the best jobs were, as a rule, or largely, held by favorites?

Mr. KONENKAMP. Well—

Commissioner GARRETSON (interrupting). Favoritism ruled in the service?

Mr. KONENKAMP. I have read those complaints in the telegraph papers of that time. That complaint was made.

Commissioner GARRETSON. That same practice maintained there as it did in other pursuits?

Mr. KONENKAMP. Yes; I would suspect so. It has been my experience that without any organizations on the railroads that favoritism rules there.

Commissioner GARRETSON. That is all.

Commissioner AISHTON. I assume, Mr. Konenkamp, that you gave testimony as to your service with the telegraph companies. I was unfortunately absent when that was given. When was your last connection with the service—with the telegraph company?

Mr. KONENKAMP. With the telegraph company?

Mr. AISHTON. Yes.

Mr. KONENKAMP. I left the railroad service in 1901. I worked a short time for the Postal, and I am very thankful I never worked for the Western Union. I worked for brokers from 1901 until 1908, chiefly in the New York Stock Exchange houses, until I was elected president.

Commissioner AISHTON. In 1908 you were elected president?

Mr. KONENKAMP. Elected president; yes, sir.

Commissioner AISHTON. That is all. Thank you.

Acting Chairman LENNON. Is there anything more you have to submit?

Mr. KONENKAMP. Yes; I have a few matters that I want to submit.

The first of all is a reference to our general statement, and we submitted a rather lengthy brief, of which the commission has a copy. It was filed on July 9. I would like that to be made a part of our report.

(See Konenkamp Exhibit No. 2.)

I also have a copy of the financial statement which was quoted yesterday which I shall file for correction, if there should be anything—any slight disparity in figures. I have looked over and found my calculations were correct.

(The paper here referred to by the witness was received in evidence and will be found among the exhibits at the end of this subject—Konenkamp Exhibit No. 3.)

Acting Chairman LENNON. The financial report of the Western Union Co.?

Mr. KONENKAMP. Of the Western Union and the Postal.

I also promised to file a copy of the Western Union Telegraph Co. application for employment, and I shall file a copy of the Postal later.

(The forms referred to, each entitled "Application for employment," in both the Western Union and Postal Telegraph Cos., were submitted in printed form.)

I spoke of a letter which I had with reference to the position of the Canadian Pacific in dealing with their organization, where the general manager expressed his satisfaction with our contractual relations.

(See Konenkamp Exhibit No. 1, heretofore referred to.)

I would also like to file a rather lengthy letter, describing conditions in detail in the Kansas City office, for example, of the Western Union.

(The paper here referred to by the witness appears among the exhibits at the end of this subject as "Konenkamp Exhibit No. 4.")

I would not like to burden the commission and read that unless you desire it.

Acting Chairman LENNON. If it is a matter of record it can be put into the record.

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Mr. KONENKAMP. And I would also like to file the same thing as applying to the Postal Telegraph Co. in Philadelphia.

(The paper here referred to by the witness appears as "Konenkamp Exhibit No. 5.")

And also as to Birmingham, Ala.

(The paper here referred to by the witness appears as "Konenkamp Exhibit No. 6.")

Acting Chairman LENNON. And those are written by whom?

Mr. KONENKAMP. Written by our local secretaries at the particular points. We would not permit the names of our members to be known as far as possible, because that would mean discharge.

Commissioner AUGHTON. These people, who wrote these letters, were employed in these offices either at the time of writing or previously?

Mr. KONENKAMP. Oh, yes; they are all persons who have been employed in these particular offices and within the last two years, in one instance. And I will say that they stated that they had gathered the information from men who are still in the service.

Oh, yes; this is that general statement I referred to [presenting a file of papers].

(The papers presented by the witness appear among the exhibits at the end of this subject as "Konenkamp Exhibit No. 2.")

Now, on the question of speeding up—no, I shall leave that for some of the others to take up. That is all.

Chairman WALSH. That is all, then. Thank you, Mr. Konenkamp. You will be permanently excused; but remain in attendance, we might want you.

Mr. Belvidere Brooks.

TESTIMONY OF MR. BELVIDERE BROOKS.

Chairman WALSH. Please state your name.

Mr. BROOKS. Belvidere Brooks.

Chairman WALSH. Where do you reside, Mr. Brooks?

Mr. BROOKS. New York City.

Chairman WALSH. What is your business, please?

Mr. BROOKS. A vice president of the Western Union Telegraph Co.

Chairman WALSH. Would you please state generally your duties as vice president of the company.

Mr. BROOKS. My duties at the present time are quite general. I have no special assignment, and have not had for two years—over two years.

Chairman WALSH. Were you formerly general manager of the Western Union Telegraph Co.?

Mr. BROOKS. I was.

Chairman WALSH. Are you a member of the board of directors?

Mr. BROOKS. I am not.

Chairman WALSH. Are you a member of the executive committee?

Mr. BROOKS. I am not.

Chairman WALSH. You say your duties are general. I wish you would be a little more definite on that so far as the company is concerned?

Mr. BROOKS. Well, my duties are special assignments; certain matters will be assigned to me.

Chairman WALSH. Of what general nature, financial or—

Mr. BROOKS. Financial, and dealing with railroads, railroad contracts, etc.—work of that kind.

Chairman WALSH. In your capacity as the general manager of the Western Union Telegraph Co., to what extent did you direct the labor policy of the company?

Mr. BROOKS. Only so far as the policy of the company was laid down to me. I had nothing to do with making that policy—never.

Chairman WALSH. Who laid down the policy of the company to you?

Mr. BROOKS. The president. Pardon me, Mr. Walsh, I say the president, but that is not quite correct, because, while I was general manager and prior to the time I was general manager, the president did not, but the chairman of the executive committee did.

Chairman WALSH. Who was that?

Mr. BROOKS. Mr. Edward J. Hall.

Chairman WALSH. Now, I wish you would tell what that policy was that was laid down to you, Mr. Brooks.

Mr. Brooks. Well, we were opposed to any Commercial Telegraphers of America; I believe that is the name of the order.

Chairman WALSH. When was that policy laid down to you, please?

Mr. Brooks. As far back as I can remember, Mr. Walsh.

Chairman WALSH. That would take it back how far?

Mr. Brooks. Well, I entered the service in 1871. I should say prior to 1883.

Chairman WALSH. Now, did you maintain that policy throughout the years and down to the time that you retired as general manager?

Mr. Brooks. With a short interval in 1907; yes.

Chairman WALSH. I wish you would give your reasons for that attitude, whether or not, after the policy was laid down to you, you investigated the justice of it and your reasons, if you have any, for opposing this particular organization.

Mr. Brooks. I opposed it individually because it was the policy of the telegraph company. We had a strike in 1883 which lasted about 30 days. All I know about that is hearsay, you might say; that I was not in New York. I have not any absolute information on the subject. But my information is that some time prior to the 1st of July, I think it was in 1883, the Western Union Telegraph Co. were approached—or its officers in New York—by a committee not composed of its own employees, but of outside people; I think a man by the name of John Campbell was the chairman of it—which committee asked for the recognition of a union, and a schedule of pay. Prior to this, a short time previous, increases had been made in the wages and the working conditions of the operators, which, I think, practically amounted to an increase of 20 per cent in their earning capacity. Because of the company declining to deal with this committee, a strike was called. That strike lasted for about 30 days, and the men went back to work.

Chairman WALSH. That was what year, Mr. Brooks?

Mr. Brooks. 1883. After that until 1907 there was more or less agitation among our people and the policy of the company was not to employ men who belonged to this union. Early in the year of 1907 or the latter part of 1906 some of the employees—I think at Louisville, and perhaps at Chicago—sent a letter to the president of the Western Union in New York, Col. Clowry, asking for an adjustment of wages and improvement in working conditions. The 1st of March, 1907, a horizontal increase of 10 per cent was given to the operators. A little later on, about 800 of the operators employed in the Chicago office joined the union. The company did not make any objection to it. The policy seemed to change, or did change, and no objection was made to our employees joining the union from that time up to, I think, in August—the following August.

In June—I have some papers here. I had better refresh my memory if you want the actual dates. In June, 1907, Dr. Neill, who was then the United States Commissioner of Labor, came to New York, and in a conference with Col. Clowry, who was then president, myself, and others—I was at that time general superintendent of the eastern division of the Western Union Telegraph Co.—he stated there was great unrest among our employees and unless something was done to satisfy the demand that there was going to be a strike. They claimed that the 10 per cent increase had not been universally applied. They claimed that we were discriminating against union labor. Dr. Neill endeavored to have an agreement made between the Western Union Telegraph Co. and the Commercial Telegraphers' Union of America. Col. Clowry declined to make such an agreement; but did agree with Dr. Neill on certain facts that were to be applied; Dr. Neill, to make an agreement with the Commercial Telegraphers' Union of America—that is, he was the go-between between the two interests. I have here the original—or rather the press copy of Col. Clowry's letter to Mr. Neill, which deals with this matter before the strike of 1907. Shall I read that?

Chairman WALSH. Yes; you may, please.

Mr. Brooks. It is dated June 20, 1907. [Reading:]

"Hon. C. P. NEILL,

"Commissioner of Labor, Washington.

"DEAR SIR: Referring to the conference held between yourself and me and other officers of the Western Union Telegraph Co., and having in view the possible grave inconvenience to the public following any general interruption to our business, I am glad to make clear to you the position occupied by the Western Union Telegraph Co. in regard to this whole matter. As to the statements made by persons in no way connected with this company that the 10

per cent increase granted by the telegraph company on March 1 last has not been applied to all salaried telegraphers, I desire to say that the telegraph company announced this increase in good faith and is carrying it out in good faith, and that if any case can be found in which the increase was not granted it will be corrected at once. The statement also being made that the telegraph company is endeavoring to neutralize the 10 per cent advance by the application of a so-called sliding scale is without foundation. There is not such practice in effect; nor is there any intention of putting it into effect by the management of this company. The standard of salaries for regular positions as established by the increase of March 1 will be maintained, and the company will pay any man appointed or promoted to any position the salary attached to that position after that increase, and will pay to extra men the salaries in effect for their work as of March 1, inclusive, of the 10 per cent increase. This company has not discriminated against nor will it discriminate against any employee of the company because of affiliation or nonaffiliation with any organization; and if it can be shown to me that any subordinate has dismissed or discriminated against any telegrapher because of affiliation with any organization, such telegrapher shall be restored to his position without prejudice."

Chairman WALSH. What was the date of that increase, please?

Mr. Brooks. First of March, 1907. [Continues reading:]

"As evidence of the absolute good faith of the Western Union Telegraph Co. and its relation to its employees, I beg to say that if any telegrapher feels that he has any grievance under any of the foregoing conditions, and if he can not secure a satisfactory adjustment of his complaint with the officers of the company, we will submit the matter to the arbitration of three parties, one to be selected by the telegraphers and one by the telegraph company, and the third to be selected by the two so chosen; and in the event that the two can not agree upon a third arbitrator within one week, we will be very glad to have such third arbitrator chosen by the chairman of the Interstate Commerce Commission and the Commissioner of Labor acting jointly. As a further evidence of our entire willingness to deal fairly and preserve amicable relations directly with our own employees, any telegrapher who at any time has a grievance can take it up with his superior either in person or, if he wishes, through any committee he may select from the other employees of this company in the same district.

"I have outlined above in brief the position the Western Union Telegraph Co. holds in regard to the matters we have discussed, and you are at liberty to make any use of this letter that you see fit."

That is signed by Col. Clowry, who was then president of the Western Union.

A man by the name of Small—S. J. Small—was president of the Commercial Telegraphers' Union at the time; and we had had some unrest at San Francisco. This man Small was in San Francisco. The executive committee of the Commercial Union was sitting in New York. I think Mr. Konenkamp was then vice president of the organization and perhaps chairman of the executive committee. My understanding is that Dr. Neill had a similar understanding with this executive committee as outlined by this letter of Col. Clowry's. A copy of the agreement—it practically amounted to an agreement—was sent to Mr. Small in San Francisco over both the Western Union and Postal wires. It is my information—bear in mind this is on the 20th day of June. On the 21st day of June, the day following, a strike was called in San Francisco in the face of this agreement. Of course, we resisted it; and finally, after its going on for about 30 days, the men came around and said they wanted to go back to work. We took back a number of them, leaving out those who were the ringleaders in the strike.

That must have been the latter part of July. A little later on an operator working a wire in Los Angeles—that is, between Los Angeles and San Francisco—was accused of abusing a female operator working in San Francisco on a wire for the company during the local strike, using foul language, and so forth. He denied it, and we finally put a tape on him and he told this woman that the place for her to live was in a notorious bawdy house in San Francisco. There was no getting away from it. We had it in black and white on him, and we discharged him. The operators in Los Angeles made a demand for his reinstatement, and stated that if he was not reinstated they would strike. We did not reinstate him, and they did strike. We did the best we could to recruit our force, and we got a number of operators to handle our business perhaps fairly well.

The operators in Chicago declined to work with the operators in Los Angeles, I think about 70 of them one night we discharged in Chicago. The next day the same thing took place and there was a general strike here. That was in the middle of the week, I think, along about Wednesday or Thursday, in early August, perhaps the 9th or 10th of August.

The local union in New York held a meeting and decided they would take no action until they had had their general meeting on the following Sunday. Either that day or the next day at about 1 o'clock some one went into the lobby of our operating room on the seventh floor of the Western Union Building in New York and blew a whistle. I do not think anyone ever knew who blew the whistle, I don't know to-day who did, but the whole gang walked out; that is, about 50 per cent of the operators, and that was the beginning of the strike of 1907. So far as I know, no member of the executive committee, and that included Mr. Konenkamp, ever made an effort to stop that strike, or to compel the union members to live up to the agreement which was made in good faith between the Western Union, Dr. Neill, and the organization.

There was one gentleman that came to see me in New York that I believe might have had a very good influence had it not been that the thing was so palpably an outrage on our company, the way the company had been brought into this strike, the commerce of the whole country tied up, you might say, and the millions it cost us. That was Mr. Perham, of the O. R. T. And, by the way, I want to say that I have known Mr. Perham for a great many years; he is the president of the Order of Railway Telegraphers, and I have a very high regard for him, not only as to his integrity, but as to his ability, and I believe to-day that if Mr. Perham had been at the head of the Commercial Telegraphers' Union of America in 1907 they would have a union to-day and everything between the company and these men would be perfectly satisfactory. I would not say that the reason the Western Union does not deal with this union is on account of the personnel of its officers, but it looks to me as though that might be quite easily inferred.

I do not believe that the Western Union, as a general proposition, would be opposed to organized labor, provided it could be properly controlled. So far as I am concerned, individually, while, as I say, I have never been in a position of making the policy of the company, if it was thought desirable I think an inquiry into my position in regard to labor would develop the fact that the rank and file of the Western Union Co. have confidence in my good faith in wanting to see good salaries and proper treatment of all of the employees.

I was made general manager of the company on the 16th day of February, 1910. From that time until the following December, the 1st of December, under certain lines which were laid down to me by the executive committee, I had authority to make expenditures, including increases in wages, and at that time I believe the wages of the employees were increased about \$1,000,000 a year. I delegated to the then general superintendents—they are called general managers now—authority to fix salaries up, I think, to \$200 a month. It may have been \$150 a month; at any rate, it was done with the view of allowing the man in the field, the man on the job, to increase the wage of any man that was able. He did not have to ask our authority, all he had to do was simply to report the increase in wages.

I do not know what the policy of the company is now as to increasing wages, or anything else, because, as I said before, I am not in active touch with it.

Chairman WALSH. You heard the comment of Mr. Carlton on yesterday, to the effect that, as president of the company, he believed that the telegraph operators were underpaid; do you agree with that?

Mr. BROOKS. I do.

Chairman WALSH. What do you think the wage of a telegrapher ought to be—a competent telegrapher?

Mr. BROOKS. I should say not less than \$100 a month.

Chairman WALSH. Not less than \$100 a month?

Mr. BROOKS. Yes.

Chairman WALSH. Would you kindly indicate to us, Mr. Brooks, the form of organization that you believe would be a proper one, and with which the company would and could deal, and through which a just wage might be established in your industry?

Mr. BROOKS. That is a pretty broad proposition, Mr. Walsh, and it is a thing I have given a great deal of thought to. I do not know whether Mr. Carlton's suggestion of a Government commission regulating the thing would work out. I am inclined to think it is largely a matter of personality. I do not want to

throw bouquets at Mr. Perham, he is my acquaintance; but I believe if an organization was headed by a man like Mr. Perham, that you could depend upon to see that you were not thrown into labor disputes and wrangles, and all of that kind of thing, that it might solve the problem.

Chairman WALSH. Do you believe that it is necessary and desirable on the part of both the company and the men, in looking after their own interests, to have some system of collective bargaining by which the men can deal through representatives of their entire organization, as you deal as an official representing the stockholders of the company?

Mr. BROOKS. Yes, sir; within our own organization.

Chairman WALSH. Did you, about May 1, 1911, Mr. Brooks, issue a general order giving employees the right of appeal to you against—this is a quotation, apparently, from some document—"what they consider arbitrariness, discrimination, prejudice, and the like."

Mr. BROOKS. I did.

Chairman WALSH. Accompanying the order, it is stated, was an admonition to managers and subordinate official "that the notice means exactly what it says"—

Mr. BROOKS (interrupting). That is quite true.

Chairman WALSH (continuing). "And that employees everywhere are to receive fair treatment and will be protected against favoritism and discrimination."

Mr. BROOKS. Quite true.

Chairman WALSH. What was the reason for that order being issued?

Mr. BROOKS. Because we believed that subordinates—that is, inferior officials, you might say—were imposing upon our men and that the men did not dare to bring to headquarters their grievances. That order, Mr. Walsh, meant exactly what it says. And I never issued an order in my life that did not mean what it said. I have never misrepresented anything to the employees of the Western Union Co., but said that it meant what it said.

Chairman WALSH. Was the order issued after yourself and Mr. Vail, at that time president of the company, had personally looked into the matter—made personal investigation of the general conditions in your industry?

Mr. BROOKS. I never made an investigation with Mr. Vail.

Chairman WALSH. Did you make any—did you know of Mr. Vail making such an investigation?

Mr. BROOKS. No, sir.

Chairman WALSH. Did you know of Mr. Vail saying to the executive committee that the conditions were very bad and that some change would have to be made?

Mr. BROOKS. No, sir.

Chairman WALSH. Did any actual changes take place in the policy of the company following the promulgation of your order?

Mr. BROOKS. I received a great many letters since the issuing of that order, and every case has been investigated where complaints are made.

Chairman WALSH. Could you tell us in a brief but general way the volume of complaints received by the general officers of the company from individual operators throughout the country?

Mr. BROOKS. No; I could not, Mr. Walsh. They are not very large.

Chairman WALSH. I thought perhaps you might approximate. Do you know so many per month or so many per year?

Mr. BROOKS. Well, I should say, oh, maybe 20 a month or maybe 30; not more than that, I think.

Chairman WALSH. What investigations did you make after the issuance of this order, to ascertain whether or not discriminative measures theretofore in vogue were eliminated in accordance with your direction?

Mr. BROOKS. I made a personal investigation as far as I could. Of course, by correspondence and to judge of the result by replies that I received, not only from the men complaining but from our own people, that—you can usually tell whether a man is telling the truth or not, in correspondence or otherwise.

Chairman WALSH. What was the result of your investigation; did the discrimination and favoritism cease, or not?

Mr. BROOKS. I think it did to a large extent. I think it had a very good influence, because employers of our labor, I think, believed what that order said and I think they were a good deal more careful in removing employees and mistreating them than they would have been otherwise.

Chairman WALSH. Do you know Mr. Shoemaker, who has been mentioned in the evidence here?

Mr. BROOKS. Yes, sir.

Chairman WALSH. Was he a chief special agent of your company?

Mr. BROOKS. Yes.

Chairman WALSH. Did he work under your particular direction?

Mr. BROOKS. He was attached to the general manager's staff; yes.

Chairman WALSH. What were his duties?

Mr. BROOKS. He was supposed to locate the members of the C. P. U. A., in our service, besides general work in addition to that.

Chairman WALSH. His particular duties, his chief duty was to locate the members of the C. P. U. A. in your employ, Mr. Brooks?

Mr. BROOKS. Yes.

Chairman WALSH. And did he send assistants around the country to watch the movements of the officials of the union?

Mr. BROOKS. Not to my knowledge.

Chairman WALSH. Do you recall your company having discharged 22 operators in St. Louis in September, 1911, about four months after the issuance of the order testified to here?

Mr. BROOKS. No, sir.

Chairman WALSH. Do you know why the men were discharged?

Mr. BROOKS. I do not.

Chairman WALSH. Sir?

Mr. BROOKS. I do not.

Chairman WALSH. You say you are aware that they were discharged?

Mr. BROOKS. No; I said I was not. I don't remember.

Chairman WALSH. You don't remember?

Mr. BROOKS. No, sir.

Chairman WALSH. Did you hear that 22 men were discharged at St. Louis because they had attended a meeting of the union?

Mr. BROOKS. I don't remember.

Chairman WALSH. Did you afterwards have anything to do with reinstating any or all of these men?

Mr. BROOKS. I couldn't say. I don't remember.

Chairman WALSH. Did Mr. Shoemaker furnish you from time to time with lists of the names of telegraph operators who were employed in the various offices of your company that belonged to the union or were suspected of affiliating with the union?

Mr. BROOKS. Shoemaker made reports of men that belonged to the union; not to me individually.

Chairman WALSH. Please state what instructions were given to Mr. Shoemaker as to how he should perform his duties, or were specific instructions given him?

Mr. BROOKS. No specific instructions were given him. Mr. Carlton outlined yesterday morning pretty fully how those matters are handled by the telegraph company. Mr. Shoemaker had no special instructions.

Chairman WALSH. How many special agents were employed by your company at the time you ceased to be general manager?

Mr. BROOKS. I couldn't say, Mr. Walsh, because I don't know.

Chairman WALSH. Approximately, how many?

Mr. BROOKS. Perhaps 15 and maybe 20; perhaps not so many as that.

Chairman WALSH. Now, were some of these men employed by you as special agents connected with unions; did they go into the unions as apparent members in good faith?

Mr. BROOKS. I understand so.

Chairman WALSH. And then reported the operations of the unions to the company?

Mr. BROOKS. Yes.

Chairman WALSH. What was the salary of the special agents?

Mr. BROOKS. I don't think there was any fixed salary; I don't know what they were paid; I don't remember.

Chairman WALSH. What was Mr. Shoemaker's salary?

Mr. BROOKS. I couldn't tell you that; I think it was \$100.

Chairman WALSH. Was he allowed an expense account?

Mr. BROOKS. Yes.

Chairman WALSH. Who placed the limitation upon the expense account?

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Mr. Brooks. I don't think there was any limit; that is, within reason; his traveling expenses—legitimate expenses—were allowed.

Chairman WALSH. Was he required to make written vouchers setting forth the expense—the character of the expense made?

Mr. Brooks. Yes.

Chairman WALSH. Where are those vouchers now?

Mr. Brooks. I presume in the files in New York; I don't know.

Chairman WALSH. In New York; and in whose particular charge are they?

Mr. Brooks. I couldn't say; I don't know.

Chairman WALSH. In whose particular charge were they while you were general manager of the company?

Mr. Brooks. They went into the files of the company; I presume the auditing department or the treasurer's department. I don't know.

Chairman WALSH. Who is the auditor of the Western Union Telegraph Co. now?

Mr. Brooks. The comptroller is a man by the name of Mr. Gallaher.

Chairman WALSH. Is the comptroller also the auditor?

Mr. Brooks. It is the duty of the accounting department; yes; the auditor, three or four different auditors.

Chairman WALSH. Name all of them, please.

Mr. Brooks. I could not do that.

Chairman WALSH. And the different duties?

Mr. Brooks. I couldn't name them, because I don't know them. There is a man, E. Y. Gallaher, is the comptroller. Mr. Ladd—I couldn't tell you his initials—is the auditor; and then there is an auditor of disbursements and an auditor of receipts, and so forth, and so on. I don't know.

Chairman WALSH. Who is the treasurer of the company?

Mr. Brooks. Louis Dresner.

Chairman WALSH. How long has he been treasurer of the company?

Mr. Brooks. Oh, he has only been treasurer within the last few months.

Chairman WALSH. When the lists of members of the union were secured by Mr. Shoemaker, to what individual did he send them, connected with the company?

Mr. Brooks. I couldn't tell you that; I don't remember. I think the lists were made in the general manager's office, and I think Mr. Shoemaker furnished the names, and they were disseminated from the general manager to the general superintendents in the field.

Chairman WALSH. And who issued the order direct to discharge the men?

Mr. Brooks. That was done in the field.

Chairman WALSH. Was it a part of the general policy of the company that all should be discharged when a list was furnished showing their connection with the union?

Mr. Brooks. No, sir.

Chairman WALSH. How were the discharges made, please?

Mr. Brooks. They were made by the field official after investigation.

Chairman WALSH. Did you know a gentleman named Demarest; was there a gentleman named Demarest connected with your organization as a special agent?

Mr. Brooks. Not to my knowledge.

Chairman WALSH. Did you know the names of the individuals employed by Mr. Shoemaker?

Mr. Brooks. I did not.

Chairman WALSH. Where is Mr. Shoemaker now?

Mr. Brooks. I couldn't tell you; I don't know. I understand in San Francisco, or in California. I don't know—on the Pacific coast, somewhere.

Chairman WALSH. What is his business now?

Mr. Brooks. I couldn't tell you.

Chairman WALSH. Who is the head of your special agents at the present time?

Mr. Brooks. I couldn't tell you that; I don't know.

Chairman WALSH. Who would know that, please, connected with your company?

Mr. Brooks. I could not tell you that, Mr. Walsh, unless it is the general superintendent of traffic in New York.

Chairman WALSH. What is his name?

Mr. Brooks. His name is Fashbaugh. Mr. Carroll will give testimony here, and he may know something about it.

Chairman WALSH. I was going to ask, unless some one is present here, will you be kind enough to wire to that gentleman? We would not like to bring him here for that sole purpose.

Mr. BROOKS. I think possibly Mr. Carroll will be able to give you that testimony.

Chairman WALSH. Was any inquiry made by yourself, or any of your staff, as to how the lists of names were obtained?

Mr. BROOKS. I presume so. I don't know, Mr. Walsh. I don't recall. That has been two or three or three or four years ago, and I presume in the course of business naturally there would be inquiry.

Chairman WALSH. Do you recall the fact that the charge was made that a list of names of persons was stolen from the grip—you heard it testified to here?

Mr. BROOKS. Yes.

Chairman WALSH. From the grip of the president of the union in Portland, Oreg.?

Mr. BROOKS. I never heard it.

Chairman WALSH. You never heard it?

Mr. BROOKS. Not at the time; no, sir.

Chairman WALSH. When did you first hear of it?

Mr. BROOKS. I couldn't tell you; it was some time after.

Chairman WALSH. Did you hear of the alleged fact there was a grip stolen, and that following the stealing of the grip hundreds of men were discharged from your service?

Mr. BROOKS. No, sir.

Chairman WALSH. For belonging to the union?

Mr. BROOKS. No, sir.

Chairman WALSH. Did you receive letters from discharged employees about that time, asking for reinstatement?

Mr. BROOKS. Perhaps so. I don't know.

Chairman WALSH. What was your action in the matter?

Mr. BROOKS. As I stated before, I would make an investigation of every case where employees complained.

Chairman WALSH. In your notice issued in May, I believe you invited employees to appeal to you if they felt they were unjustly treated?

Mr. BROOKS. Quite true.

Chairman WALSH. When a discharged employee did appeal to you, following that, did you have a form of answer in which you stated that you had no desire or wish to interfere with action taken by local officials?

Mr. BROOKS. No special form; no, sir.

Chairman WALSH. Well, did you uniformly notify them to that effect?

Mr. BROOKS. I did not.

Chairman WALSH. Did you give them the information that the local officers were responsible for the discharge and that they should appeal to them for reinstatement?

Mr. BROOKS. In some cases I presume so.

Chairman WALSH. Did you say that the men were discharged in large numbers, that the order of the discharge was issued from the office of the general superintendent?

Mr. BROOKS. I did not.

Chairman WALSH. You said, I believe, that it was submitted to the superintendent in the field?

Mr. BROOKS. That is quite true.

Chairman WALSH. And without any suggestion or direction from your office?

Mr. BROOKS. Except in special cases. No suggestion except in special cases.

Chairman WALSH. Do you recall the discharge of a large number of men in Buffalo in December, 1911?

Mr. BROOKS. I do not.

Chairman WALSH. What was your position with the company at that time?

Mr. BROOKS. I was general manager of the company from the 16th day of February, 1910, until the 1st of January, 1913.

Chairman WALSH. Is it a fact that a large number—do you know as a historical fact in your company—that there was a large number of men discharged in Buffalo in December, 1911?

Mr. BROOKS. I do not.

Chairman WALSH. You keep a list of what might be called a service list of your employees?

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Mr. Brooks. Such a list is kept, I think, or was kept when I was general manager. I presume it is yet.

Chairman WALSH. Were you familiar with the form of it?

Mr. Brooks. Well, it is simply a list of the names and why these men were relieved from our service.

Chairman WALSH. It has been stated that a very large number of them contained the notation "for cause" in the line, showing the reason for the severance with the service?

Mr. Brooks. That is right.

Chairman WALSH. Did that mean that membership or suspected membership in the union was the cause?

Mr. Brooks. That is right, as a rule.

Chairman WALSH. How many men would you estimate, say, during the last five years of your service with the company, were discharged for the sole reason that they were said to be members of the union?

Mr. Brooks. I have no idea; I couldn't give you an idea.

Chairman WALSH. Would it run into the hundreds or thousands?

Mr. Brooks. I don't know.

Chairman WALSH. Couldn't you approximate it?

Mr. Brooks. I don't think so.

Chairman WALSH. Not between 10 and 10,000?

Mr. Brooks. Well, I might come nearer than that.

Chairman WALSH. Well, as near as you can without it being a very wild guess.

Mr. Brooks. I couldn't say. I haven't an idea. I think more than 10 and considerably less than 10,000; but as to how many, I could not approximate.

Chairman WALSH. You would not care to?

Mr. Brooks. No; I would not care to.

Chairman WALSH. Attempt to approximate it?

Mr. Brooks. No.

Chairman WALSH. Who would know that?

Mr. Brooks. I couldn't tell you that.

Chairman WALSH. Were there any statistics kept, either as to the action of your company, which show the effect of it upon the men, or upon the citizenship generally?

Mr. Brooks. No statistics were kept, to my knowledge.

Chairman WALSH. Have you at any time—has your company at any time, to your knowledge, procured the discharge of men from other companies because they had belonged to unions when with your company?

Mr. Brooks. No, sir.

Chairman WALSH. Did your company in 1908 force the United Press Association to terminate its contractual relations with the union?

Mr. Brooks. Not to my knowledge.

Chairman WALSH. Well, for instance, tell us what knowledge you have of any negotiations that took place between yourself and the United Press Co.

Mr. Brooks. No negotiations.

Chairman WALSH. Any correspondence with them, or any conference with their officials?

Mr. Brooks. Not to my recollection; I don't think I ever heard it before.

Chairman WALSH. To your knowledge, did your company threaten to take out its leased wires unless the United Press ceased to recognize the union?

Mr. Brooks. Not to my knowledge.

Chairman WALSH. Will you please state the nature of the contract your company makes for leasing your wires.

Mr. Brooks. You mean in regard to labor?

Chairman WALSH. Yes, sir.

Mr. Brooks. There is a clause in the contract which requires the lessee to employ operators satisfactory to the Western Union Telegraph Co.

Chairman WALSH. And I take it that would be a cause of dissatisfaction if he joined this organization?

Mr. Brooks. I don't think so. I don't think we would go into things to that extent. The idea of that clause in the contract is to control the men who are working our wires. We don't want, if a man working on our wires does not give proper service, we want to have the right to discharge him, or have him discharged.

Chairman WALSH. Do you have a system, your company, by which you pay certain men in your various offices, in the offices of the company, to give infor-

mation to the company with respect to the activity of the men in organizing who are outside of this staff of 15 or 20?

Mr. Brooks. I do not know, Mr. Walsh. That is a matter that is out of my jurisdiction.

Chairman WALSH. Who, in your company, would authorize such expenditures—what individual?

Mr. Brooks. I suppose the general superintendent of traffic; I couldn't say; I don't know.

Chairman WALSH. Did you ever know of any such thing being done?

Mr. Brooks. Yes.

Chairman WALSH. Was there a regular scale of pay, or what reason was given to the men that did this?

Mr. Brooks. There was no regular scale of pay. They were paid according to what they were supposed to be worth.

Chairman WALSH. And it was simply a matter between the individuals and the company that did the work?

Mr. Brooks. Well, it was simply a matter between the individual and the employer, the chief operator, or whoever it might be.

Chairman WALSH. What means was taken to check up the authenticity of reports made by such a person?

Mr. Brooks. I could not say.

Chairman WALSH. Was the word of that individual taken in an office as against an employee?

Mr. Brooks. I do not know. I suppose in some cases yes, and other cases perhaps no.

Chairman WALSH. Did you have cases in which the man reported upon the man that he belonged to the union?

Mr. Brooks. I think so.

Chairman WALSH. What means did you have for testing the accuracy of the information in such cases?

Mr. Brooks. It was a question of the individual, I suppose, or judgment as to who was telling the truth.

Chairman WALSH. Was the man ever permitted to confront his accuser by meeting him face to face?

Mr. Brooks. I could not tell you.

Chairman WALSH. What are the maximum and minimum wage rates made for your various employees in New York and Chicago.

Mr. Brooks. I could not tell you; I haven't that information.

Chairman WALSH. How many hours a day do telegraphers work?

Mr. Brooks. I think day men work nine hours and night men seven and a half.

Chairman WALSH. And how is the work, continuous?

Mr. Brooks. I couldn't tell you; I don't know.

Chairman WALSH. What is meant by "split tricks"?

Mr. Brooks. That is where a man works, say, two or three hours in the day time and so many hours at night; for instance from 10 to 12, and maybe from 6 to 8, or whatever the hours are.

Chairman WALSH. Is there any objection made by your employees to split tricks?

Mr. Brooks. Not to my knowledge.

Chairman WALSH. Could the business be so arranged as to give the employees continuous work?

Mr. Brooks. I couldn't say; I don't know.

Chairman WALSH. What is Mr. Carroll's position with the company?

Mr. Brooks. He is division traffic superintendent. He has charge of the movement of the traffic through the western division.

Chairman WALSH. That would include what territory, please?

Mr. Brooks. The States of Illinois, Iowa, Missouri, Kansas—I don't know just what it is; it is what is known as the western division, with headquarters in Chicago.

Chairman WALSH. When did the Western Union last increase the wages of its employees?

Mr. Brooks. There has been no general; that is, no horizontal increase since 1907.

Chairman WALSH. And since the increase, the horizontal increases of 10 per cent in 1907, did the company increase its rate?

Mr. Brooks. I think prior to the increase; yes.

Chairman WALSH. How long prior to the increase?

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Mr. BROOKS. I couldn't tell you that; I don't know; but I think it took place within a few months of the other.

Chairman WALSH. Have wages been reduced since that time?

Mr. BROOKS. Not to my knowledge.

Chairman WALSH. In any part of the service throughout? Any general class of operators?

Mr. BROOKS. Not to my knowledge.

Chairman WALSH. You heard the comparison that was made, I believe, Mr. Brooks, that of the wages of telegraphers to-day compared with 40 years ago. We would like to have your comment upon that.

Mr. BROOKS. There was a very different conditions of labor, condition of work, 40 years ago from the conditions of to-day. An operator, as a rule, worked 12 hours, 14 or or 15 hours, or as long as it was necessary to get through his work, and was paid a fixed salary; there was no such thing as extra time or Sunday time or anything of that kind, and the flat salary was larger then than it is to-day.

Chairman WALSH. Did you hear the statements made by Mr. Konenkamp with reference to the increased number of messages that are sent now as compared with times in the past?

Mr. BROOKS. Yes.

Chairman WALSH. Is it true that the productivity of the operator has been increased to such an extent as stated by Mr. Konenkamp?

Mr. BROOKS. Well, I could not tell you; I should say a telegraph operator could easily do considerable more work now with the modern appliances than 40 years ago.

Chairman WALSH. Well, to what extent has the productivity of the average operator increased, would you say?

Mr. BROOKS. My recollection is that back in the seventies, a first-class telegraph operator usually handled from 400 to 450 messages a day; I don't know what they do now.

Chairman WALSH. You were an operator at one time?

Mr. BROOKS. Yes, sir.

Chairman WALSH. Please describe briefly your bonus system?

Mr. BROOKS. I don't know it.

Chairman WALSH. Do you know what it was when you were general manager?

Mr. BROOKS. They didn't have any.

Chairman WALSH. That has been introduced since you left that position?

Mr. BROOKS. Yes, sir.

Chairman WALSH. What wages are paid messenger boys?

Mr. BROOKS. All kinds of wages; a great many of them work on the piece plan. They are paid $1\frac{1}{2}$ or 2 cents, or perhaps 3 cents, for each message delivered or picked up. I suppose the wages run from \$15 to \$25 a month.

Chairman WALSH. From \$15 to \$25 a month?

Mr. BROOKS. That is where they are paid flat wages.

Chairman WALSH. What is the difference—you say it runs from \$15 to \$25 a month?

Mr. BROOKS. I should say in the small places a messenger boy perhaps would not get more than \$15 a month.

Chairman WALSH. What do they get in the city of Chicago?

Mr. BROOKS. I don't know what the salaries are in Chicago?

Chairman WALSH. What are they in New York?

Mr. BROOKS. I could not tell you that.

Chairman WALSH. What do the messenger boys get in St. Louis?

Mr. BROOKS. I could not tell you.

Chairman WALSH. What do they get in San Francisco?

Mr. BROOKS. I could not tell you.

Chairman WALSH. In New Orleans?

Mr. BROOKS. I could not say.

Chairman WALSH. In St. Louis?

Mr. BROOKS. I don't know any specific cases at all. My information generally is that the messenger boys in small places get \$15 a month and in the larger places from \$25 to \$40, \$50, and \$60 a month.

Chairman WALSH. What is the average age of the messengers employed by your company?

Mr. BROOKS. I could not tell you that.

Chairman WALSH. Are there old men employed in some instances?

Mr. Brooks. Yes; in some cases.

Chairman WALSH. What is the policy of the company toward the employment of messengers, do they favor either one or the other, the old or the young?

Mr. Brooks. I think the medium-sized boy is the best messenger, and I think we would rather have those.

Chairman WALSH. What is the minimum and what is the maximum age of the messengers in your service?

Mr. Brooks. That is regulated largely by laws; we do not, so far as we are concerned, we would not employ a child—that is, a boy of the age of 8, 9, or 10 years. I would say 14, and perhaps 13 years would be as young as we would employ them.

Chairman WALSH. Has that always been the policy of the company not to employ them under 14 years?

Mr. Brooks. No; I would not say universally that way, but it is my belief that we should not employ a boy under 14 years of age unless there was some particular reason for it, some surrounding circumstances that made it desirable.

Chairman WALSH. Does the company furnish uniforms to the messenger boys?

Mr. Brooks. Yes; the company furnishes uniforms to the messenger boys, but I do not know whether the boys pay for them or not; I could not say.

Chairman WALSH. Who would know that? Mr. Carlton would have that information, would he?

Mr. Brooks. He might, or Mr. Ryder might, who will give testimony here.

Chairman WALSH. Are girls ever employed to deliver messages?

Mr. Brooks. I think not.

Chairman WALSH. Were they ever while you were general manager?

Mr. Brooks. No, sir; not while I was general manager.

Chairman WALSH. Did you ever know of an instance in which they employed girls for that purpose?

Mr. Brooks. Yes, sir.

Chairman WALSH. Where was that?

Mr. Brooks. In the messenger boys' strike in Boston.

Chairman WALSH. How old were the girls they employed?

Mr. Brooks. All the way from 18 to 65.

Chairman WALSH. They went to office buildings and hotels and the like and all places where the boys went?

Mr. Brooks. No; not to all the places the boys went; they did not go to disreputable places; we would not permit boys to go, but we accept telegrams addressed to certain street numbers, and we deliver them there, and we do not know who lives there.

Chairman WALSH. Do the boys go to disreputable places?

Mr. Brooks. Not to our knowledge; we do not permit it if we know it.

Chairman WALSH. What do you do if you receive a message addressed to a disreputable resort?

Mr. Brooks. We have to deliver it; we are required to do that by law.

Chairman WALSH. Is there any system by which any particular choice is made of the messenger that performs that service?

Mr. Brooks. I don't think so.

Chairman WALSH. Well, when you have calls for messages from such places, how do you gather them up?

Mr. Brooks. Send boys for them.

Chairman WALSH. Is there any particular choice made of the boys that go for those messages?

Mr. Brooks. There is not.

Chairman WALSH. Do you maintain boxes for messenger calls in disreputable resorts?

Mr. Brooks. Not to my knowledge; no, sir; we would not do it.

Chairman WALSH. Do you maintain boxes for messenger calls in disreputable saloons?

Mr. Brooks. No, sir.

Chairman WALSH. Do you have a system of sending messenger boys on telephone calls?

Mr. Brooks. Yes.

Chairman WALSH. Do you discriminate in any way from whence the call comes in sending the boy?

Mr. Brooks. No, sir; they ask for a boy, and we send one.

Chairman WALSH. They ask you to send a boy to a certain number and you send one?

Mr. BROOKS. Yes.

Chairman WALSH. And that would include a house of prostitution or a disreputable saloon?

Mr. BROOKS. It might; we would not have any way of knowing it; we might know a saloon, but not a house of prostitution.

Chairman WALSH. Do you send them, or refrain from sending them, to saloons?

Mr. BROOKS. I would say, for a telegram, we would not send a boy to a saloon for a telegram.

Chairman WALSH. You say you have no means of knowing whether the place is a house of prostitution or not.

Mr. BROOKS. No.

Chairman WALSH. Is any check kept upon the question?

Mr. BROOKS. We can not keep a check on it; the authorities should do that, the police authorities.

Chairman WALSH. Do you have subsidiary companies that have messengers? Did you, while you were with the company, know of subsidiary companies that had messenger boys in their employ that performed services other than the collection and delivery of messages for the Western Union?

Mr. BROOKS. Yes, sir.

Chairman WALSH. Was it the common practice for those boys to be used by disreputable resorts?

Mr. BROOKS. I should say, in some localities; yes.

Chairman WALSH. What was charged for that service?

Mr. BROOKS. Oh, various sums. I could not say.

Chairman WALSH. What did the company, or you as manager of the company, think of the moral effect of such a practice?

Mr. BROOKS. That, Mr. Walsh, had disappeared before I was made general manager of the company; that is, so far as we were able to control it. You understand that these subsidiary companies control their own operation and the Western Union has nothing to do with that.

Chairman WALSH. Did you own any of the stock of those companies? Did your company own any of the stock of those subsidiary companies?

Mr. BROOKS. They do now; they own the stock of the American District Telegraph Co. of New Jersey, which is the holding company of a great many auxiliary companies and the Western Union now performs the entire messenger service; that is, U. D. T. of New Jersey only operates its fire and burglar alarm service and the Western Union does the messenger service. And the instructions are the boys shall not do that class of work.

Chairman WALSH. Are those instructions carried out in all the cities of the United States?

Mr. BROOKS. As far as we can carry them out.

Chairman WALSH. What efforts do you make to see that they are carried out?

Mr. BROOKS. I could not say.

Chairman WALSH. Why do you say "as far as you can"?

Mr. BROOKS. When I was general manager of the company I had matters of that kind investigated as far as I could do it.

Chairman WALSH. By whom?

Mr. BROOKS. By these special agents in some cases.

Chairman WALSH. Is it a fact that in the southern cities these boys are used to-day for that character of service?

Mr. BROOKS. I do not think so.

Chairman WALSH. Do you consider working conditions in the Western Union Co. satisfactory or have you any suggestions to make as to their improvement?

Mr. BROOKS. I should say they are more satisfactory now than for a long time past, since 1907. I am not able to suggest a remedy. I do not know what; I wish I did; I wish I knew what to suggest.

Chairman WALSH. Did you ever hear of an alleged instance of a man by the name of Demarest, who was claimed to be a member of your special agents' department, who joined the Commercial Telegraphers' Union in New York, and solicited other members to act with him and cut a cable in the Hudson River at One hundred and twenty-fifth Street? Was there an occurrence ever reported to the company that such a crime was in contemplation?

Mr. BROOKS. I never heard of it.

Chairman WALSH. Regardless of its source?

Mr. BROOKS. I never heard of it. I never heard of Demarest.

Chairman WALSH. Is there any man of that name in the employ of your company at the present time?

Mr. BROOKS. Not to my knowledge. Mr. Walsh, I would like to have a copy of this correspondence between Col. Clowry and Dr. Nellie to go into the record.

Chairman WALSH. We would like very much to have it.

Mr. BROOKS. I will furnish that a little later on.

Chairman WALSH. Furnish a complete file of the correspondence later on?

Mr. BROOKS. Yes, sir.

(The correspondence referred to, as submitted by the witness, is printed among the exhibits at the end of this subject as "Brooks Exhibit.")

Chairman WALSH. Commissioner Garretson would like to ask you a few questions, please.

Mr. BROOKS. Yes.

Commissioner GARRETSON. You stated, Mr. Brooks, that you made investigations of every complaint that ever came to you. What agencies did you use in making those investigations, your secret service department or special agent department?

Mr. BROOKS. In some cases, I think, it would depend on the condition, as to the method of making the investigation.

Commissioner GARRETSON. When a report came to you from the chief of this department, for instance, Mr. Shoemaker—

Mr. BROOKS (interrupting). Yes.

Commissioner GARRETSON (continuing). Upon which a man was disciplined, and that man appealed to you for justice, did you then use the members of Shoemaker's staff in investigating the merit of the case?

Mr. BROOKS. I don't think, as a rule, we did, Mr. Garretson.

Commissioner GARRETSON. But you did sometimes?

Mr. BROOKS. Perhaps.

Commissioner GARRETSON. I think you disclaimed knowledge of a very considerable number of things during the period when you were general manager. If the general manager did not know of the wages that were paid to every class of employee; if he did not know the numbers that were in the various classes; if he did not know the conditions under which those men labored and served, who would know? • •

Mr. BROOKS. I don't think I made that statement, Mr. Garretson, that I did not know.

Commissioner GARRETSON. In response to the question as to the wages of the various individuals or messenger boys' pay you disclaimed, unless I misunderstood you, definite knowledge in regard to the pay of a large number of individuals and of the conditions under which they served.

Mr. BROOKS. That is to-day—

Commissioner GARRETSON (interrupting). How is that?

Mr. BROOKS. That is within the last two years.

Commissioner GARRETSON. You had that definite knowledge when you were general manager?

Mr. BROOKS. I could have had it, and I presume we did have it in our files. But, as there is no fixed standard of wages among the 30,000 or 40,000 employees, of course I would not know the individual salary of each operator.

Commissioner GARRETSON. Do you believe that in an organization like yours it is desirable to have any standard of wages for the men performing exactly the same character of services?

Mr. BROOKS. I am unable to say. That is one of the questions involved in the general economic conditions, as well as the labor problem. I don't know whether we could make a standard of wages or not to be applied to an operator that does so much work or works a certain wire, because the thing is too varied; it is too broad. I don't know whether it could be done or not.

Commissioner GARRETSON. Isn't that standardization reasonably general in the other organization which you have alluded to, the O. R. T., for men engaged in exactly the same service in different directions.

Mr. BROOKS. I don't think it is. I don't think it is, Mr. Garretson, because I think on different railroads different wages are paid. Perhaps on the same railroad the salaries for the same class of work might be the same. I wish our salaries might be the same. I am speaking now personally, because I have nothing to do with the fixing of wages.

Commissioner GARRETSON. Since you left the general managership?

Mr. Brooks. That is correct.

Commissioner GARRETSON. You stated you had no opposition—I think I am quoting the exact language—no opposition to union labor, if properly controlled?

Mr. Brooks. That is it.

Commissioner GARRETSON. What is your idea of proper control?

Mr. Brooks. I might sit down and talk to you for a week and arrive at some conclusion. I have not in my mind now what might be done. I will say this: That in 1907, when Col. Clowry made his agreement with Dr. Neill, there was not a man in America so glad of a thing as I was, believing that we could work out a solution of our labor problem; but it went up in the air. Since then I don't know, really.

Commissioner GARRETSON. Since then you don't know as to the conditions of the union?

Mr. Brooks. I don't object—I would try to be fair, and if I ever came to a point where I believed we could have a fair administration, either by union labor or otherwise, I would say go ahead.

Commissioner GARRETSON. What made me ask that question, there have appeared before this commission a good many men who favored almost every labor union that in their craft they did not have to deal with.

Mr. Brooks. I am not in that boat.

Commissioner GARRETSON. You would favor one in your own craft?

Mr. Brooks. Yes, sir.

Commissioner GARRETSON. If it was—

Mr. Brooks (interrupting). Properly administered. Would you permit me to just ask a question?

Commissioner GARRETSON. Sure.

Mr. Brooks. You are the chairman or the president of the Order of Railway Conductors?

Commissioner GARRETSON. Yes.

Mr. Brooks. I don't know when you made your first schedule with the railroad, but—

Commissioner GARRETSON (interrupting). 1885.

Mr. Brooks (continuing). I know a good deal about your organization because I have been identified more or less with the railroads for a great many years. Suppose you had been the president of this organization on the 1st day of June, 1885, and you had entered into an agreement and secured a schedule of working conditions and wages from the Chicago, Burlington & Quincy Railroad on the 1st day of June; and on the 2d day of June called a strike, what would your organization amount to?

Commissioner GARRETSON. If you are reasonably familiar with the record, you know.

Mr. Brooks. Now, that is what I am talking about.

Commissioner GARRETSON. Now, properly controlled, that would not, then, in your mind, carry with it an agreement with you?

Mr. Brooks. I don't know but what it would. Why not? "A burned child dreads the fire." We have no confidence in the people who have tried to deal with us in this thing.

Commissioner GARRETSON. If you knew the record of the organization you referred to a moment ago, you know it has disagreed strongly with employers at various times.

Mr. Brooks. That is true, and perhaps for very good reasons.

Commissioner GARRETSON. Lots of other people would say the organization was properly controlled, but the man I was disagreeing with might call me a pirate.

Mr. Brooks. Well, that is just a question of opinion, you know; just a question of opinion.

Commissioner GARRETSON. It does not carry with it, then, necessarily, always the agreeing with you as to whether it is right or wrong?

Mr. Brooks. Not by any means. I found out in 1907; I really believed in that agreement and thought I had been wrong all my life upon the matter, and came to the opinion that we ought to make the agreement and thought that when we did it our trade labor troubles would end. And in a very short time it all went up in smoke and air, and cost us four or five million dollars.

Commissioner GARRETSON. What would be your attitude, Mr. Brooks, toward entering into an arrangement along those lines? Of course, now, you are talking personally, as you have ceased to be general manager?

Mr. BROOKS. Yes.

Commissioner GARRETSON. But if the telegraphers of the country were combined in the one organization which you have drawn the conclusions from, would you company, in your opinion, consider it desirable to enter into contractual relations?

Mr. BROOKS. I could not say what the company would do; but if I were the owner of the telegraph property or the maker of its policy I would be very glad to take a representative of the United States Government, such a man as Dr. Neill, or Mr. Perham, or yourself, or Mr. Clark, and sit down and talk this thing out and see if we could not arrive at some solution, because I don't believe it is a satisfactory proposition as it is being administered now.

Commissioner GARRETSON. You spoke of the delegation of authority when you were general manager—that the authority was delegated to you or placed in your hands to increase the wages without getting further authority, and that you delegated that same authority—

Mr. BROOKS (interrupting). I did.

Commissioner GARRETSON (continuing). To the general superintendents, or whatever term applies to them—

Mr. BROOKS (interrupting). I did.

Commissioner GARRETSON (continuing). Did that delegation include the power to decrease wages, as well as to increase them?

Mr. BROOKS. I never decreased a wage in my life, Mr. Garretson.

Commissioner GARRETSON. In any instance, did the general superintendents use their authority to do that?

Mr. BROOKS. Not to my knowledge; and I would not have permitted it if I had known of it, if it was done.

Chairman WALSH. Commissioner Aishton has some questions he wishes to ask you.

Commissioner AISHTON. I think Commissioner Garretson brought out the point that I wanted to bring out. This agreement, made in 1907, Mr. Brooks, that was made with the Commercial Telegraphers' Union, was it not, on the one side, and the Western Union Telegraph Co. on the other?

Mr. BROOKS. It was made with Dr. Neill. Our then president declined to make an agreement with the Commercial Telegraphers' Union of America, but made an agreement with Dr. Neill, and Dr. Neill made an agreement with the organization.

Commissioner AISHTON. With the organization?

Mr. BROOKS. Yes; practically the same thing.

Commissioner AISHTON. And within a very short period of time after that agreement was made with Dr. Neill this strike occurred in San Francisco?

Mr. BROOKS. Yes; well, the next day.

Commissioner AISHTON. The next day?

Mr. BROOKS. The next day; yes, sir.

Commissioner AISHTON. The only value in an agreement lies in the good faith in which it is carried out by every party?

Mr. BROOKS. Yes, sir.

Commissioner AISHTON. And your position to this particular labor union has been due to the occurrences in 1907?

Mr. BROOKS. Entirely; entirely.

Commissioner AISHTON. That is all, Mr. Chairman.

Chairman WALSH. Commissioner O'Connell would like to ask you some questions.

Commissioner O'CONNELL. I noticed early in your statement you spoke of the case, I think it was in Los Angeles, where a man was discharged, and you put the tape on to him. What is that? I don't understand that term?

Mr. BROOKS. Why, it is a piece of tape, run through the register. The Morse characters are printed on the tape; that is, that register has a little tongue that makes the dots and dashes that can be put onto the wire, you know, and a fellow does not know it, and in that case we got the tape on him.

Commissioner O'CONNELL. That is a method of spotting in some way?

Mr. BROOKS. No; it is not spotting. We used to use tape altogether in the handling of our business. We used to call them the old paper machines.

Commissioner AISHTON. They made a permanent record?

Mr. BROOKS. Yes; a permanent record.

Commissioner O'CONNELL. Would you add to that piece of tape, the matter of these special agents that might be included in what is called tape?

Mr. Brooks. No; I think not. Unless we wanted to find out what they were doing. It is simply an instrument connected on a wire, Mr. O'Connell, and it records just exactly what takes place on the wire that is being worked.

Commissioner O'CONNELL. This trouble that occurred in San Francisco, this strike you speak of after an agreement had been made, did these international officers go to San Francisco and attempt to adjust—

Mr. Brooks (interrupting). The president of the union was a man by the name of Small, in San Francisco. Dr. Neill sent a representative down there, and we finally patched the thing up. I have a letter here in my files where he wrote and said he hoped the thing was all adjusted, and congratulated us; and a few days after that this Los Angeles affair took place.

Commissioner O'CONNELL. Was the strike at San Francisco of the men employed there ordered by themselves, or was it ordered by the national organization?

Mr. Brooks. Ordered by Mr. Small, the president of the Commercial Telegraphers' Union of America.

Commissioner O'CONNELL. Wasn't it a walkout of the men at the San Francisco office in opposition to some arrangement?

Mr. Brooks. No, sir.

Commissioner O'CONNELL. You spoke of the personnel of the officers of the organization—that if there was a different personnel and compared Mr. Perham, the head of the Railway Order of Telegraphers, as the type of man—

Mr. Brooks. Yes.

Commissioner O'CONNELL. My recollection is that the present national officers of the telegraphers—the Commercial Telegraphers' Association—have not been in office very long—only a few years, I think 1908—

Mr. Brooks. Well, since 1907—this last strike.

Commissioner O'CONNELL. They were not in office, however, when this strike in San Francisco occurred?

Mr. Brooks. Oh, yes; Mr. Konenkamp was the vice president of the committee, I think; and Mr. Wesley Russell was the secretary-treasurer, I think. Now, those gentlemen I don't know personally; never saw Mr. Konenkamp until yesterday.

Commissioner O'CONNELL. Mr. Konenkamp may have been vice president, but he was not the executive officer.

Mr. Brooks. But Mr. Small was, and he was in San Francisco; and the dealing with Dr. Neill was with the Commercial Telegraphers' Union of America, and must have been with Mr. Konenkamp as its head.

Commissioner O'CONNELL. You spoke about the policy of the company. I understand the policy of the company has been in vogue for many, many years?

Mr. Brooks. Yes.

Commissioner O'CONNELL. Of this antagonism to the men being organized?

Mr. Brooks. Yes; that is it.

Commissioner O'CONNELL. Then the fact is with reference to the present officers of the organization; they may have been members of the organization, or in the office of vice president, member of the executive committee, but a good many of them were not in office at the time the policy of the organization resulted in the San Francisco strike?

Mr. Brooks. That is true.

Commissioner O'CONNELL. So personally these officers are not the cause of the opposition of the company against the union?

Mr. Brooks. I would not say that. It may be, or it may not be. It may be, to a certain extent, but not entirely. But I should say after the experience of the telegraph company in 1907 that it would hesitate to deal with people it had had that experience with.

Commissioner O'CONNELL. What have you in mind that originally caused the company's position, say, away back 50 years ago?

Mr. Brooks. Oh, I think there was a general opposition to union labor at that time. I don't think you have to go back 50 years. I think, perhaps, 25 years or 30 years.

Commissioner O'CONNELL. Back between 1870 and 1880, wasn't the position of the telegraph company created at that time by the organization known as the Knights of Labor?

Mr. Brooks. No, sir; I think not. I entered the service of the Western Union in 1871. I never heard of any opposition to a labor union, and I don't think there was any organization among the employees of the telegraph company until early in 1883. I never heard of it.

Commissioner O'CONNELL. That is your first knowledge of any organization in commercial telegraphy?

Mr. Brooks. Yes; I was a telegraph operator in 1871, and from that up, perhaps, 10 years; and if there had been an organization, the chances are I would have known it.

Commissioner O'CONNELL. Wasn't the strike of the commercial telegraphers early in the eighties brought about by the membership in the Knights of Labor?

Mr. Brooks. I don't think the Knights of Labor took very much interest in the strike of 1883. There was a movement in St. Louis, I think, perhaps a parade headed by the Knights of Labor, or something. But I don't think it extended—

Commissioner O'CONNELL. Wasn't the opposition brought about or created or engendered by the strike on what was known as the Gould lines of railroad?

Mr. Brooks. No; that was after. That was, I think, in 1886—the Martin Irons strike.

Commissioner O'CONNELL. Yes. Wasn't that same opposition carried against the Western Union because—

Mr. Brooks. I don't think so—I don't think the Goulds ever dictated the labor policy of the Western Union. I don't think they ever got into the thing that far; but I understand this strike in 1883, the telegraph strike was—and the Martin Irons strike was in 1886.

Commissioner O'CONNELL. That is all.

Chairman WALSH. Now, aside from the question of unions, I have a question that has occurred to me as I have listened here. How many telegraphers are there in the United States?

Mr. Brooks. I think 20,000—

Chairman WALSH (interrupting). I mean in the employ of your company?

Mr. Brooks. About 20,000.

Chairman WALSH. Now, Mr. Carlton, your president, says that the telegraphers are underpaid.

Mr. Brooks. Yes, sir.

Chairman WALSH. And in his opinion they are entitled justly to a wage of \$5 per day for competent men.

Mr. Brooks. Yes.

Chairman WALSH. Well, now, in connection with this company as general manager, as a former telegrapher yourself, and now as vice president, you say that they are underpaid, in your opinion, and you think they ought to have \$100 a month?

Mr. Brooks. Yes, sir.

Chairman WALSH. Now, with such a great body, the underpayment of such a great body of men constitutes a grave economic injustice, doesn't it?

Mr. Brooks. I think so.

Chairman WALSH. Would you please indicate to this commission how these people should go about having their injustice remedied?

Mr. Brooks. I could not tell you, Mr. Walsh how they should go about it. I know what I would do if I were the administrative officer of the Western Union Telegraph Co.

Chairman WALSH. If you were what?

Mr. Brooks. If I were the administrative officer of the Western Union Telegraph Co. I know what I would do.

Chairman WALSH. Well, state it, please.

Mr. Brooks. I would give them the increased wages. Pardon me, I want to make this proviso, provided the earnings of the company would permit it.

Chairman WALSH. Kindly indicate the names of the persons whom you deem to be individually responsible for this injustice to this great body of men.

Mr. Brooks. I could not do that; I don't know.

Chairman WALSH. Sir?

Mr. Brooks. I don't know.

Commissioner AISHTON. I have just one question.

Chairman WALSH. Yes; very well.

Commissioner AISHTON. Who regulates the earnings of public-service corporations like the Western Union? Who fixes your rates?

Mr. Brooks. They are fixed by the Interstate Commerce Commission.

Commissioner AISHTON. That is all, Mr. Walsh, thank you.

Mr. Brooks. Of course, you understand, Mr. Aishton, I don't think the Interstate Commerce Commission ever changed our rates. I think we have the same rates that we had in 1907; but they are subject to their regulation.

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Commissioner AISHTON. You could not change them without the approval of the Interstate Commerce Commission?

Mr. Brooks. No.

Commissioner O'CONNELL. Do the executive officers of the company have authority to regulate wages or is action necessary by the board of directors?

Mr. Brooks. When I was general manager I had authority to regulate wages within \$5,000. I could make any salary I wished up to \$5,000 a year.

Commissioner O'CONNELL. Then it was within your power to raise the telegraphers' wages individually?

Mr. Brooks. Yes, sir; I delegated that authority to the general superintendents and authorized them to carry it to the district superintendents.

Commissioner O'CONNELL. Now, if you personally believed that the telegraphers' wages were too low, and you say now you thought they ought to receive \$100 a month, you had that power to make that raise.

Mr. Brooks. I stated, in the early part of my statement, that in the 10 months—practically 10 months from February to December, 1910—the wages of the employees were increased about \$1,000,000 a year. That was a step in that direction.

Commissioner O'CONNELL. What is the total number of employees?

Mr. Brooks. Oh, I could not say. I don't know. Messenger boys and everybody else, I should say, perhaps, 30,000.

Commissioner O'CONNELL. About 30,000?

Mr. Brooks. Or perhaps 35,000.

Commissioner O'CONNELL. And this raise of \$1,000,000 a year applied to all?

Mr. Brooks. Well, no; I would not say that. It applied to the telegraph operators and, in many cases, the employees of our commercial departments, managers, clerks, and people of that kind; but principally to the telegraph operators.

Commissioner O'CONNELL. What individual amount would that mean, if you know, individually?

Mr. Brooks. Well, I couldn't say. It is too widely scattered. I don't know.

Chairman WALSH. Was there any other statement you desired to make to cover any other topic on which you have not been interrogated, or any amplification or any explanation of anything asked you that you wish to make? If so, you may do so now.

Mr. Brooks. I do not think so, Mr. Walsh. There is only one thing I want to say that rather exemplifies our position to a certain extent in regard to union labor. That is the fact that we employ, I presume hundreds of members of the Order of Railway Telegraphers. We have never made any objection to that. So we are not so virulently opposed to union labor as it stands. It is more personal according to the individual.

Chairman WALSH. In view of the fact that you want to return to New York, you will be excused permanently, Mr. Brooks.

Mr. Lynch.

TESTIMONY OF MR. HENRY LYNCH.

Chairman WALSH. What is your name?

Mr. LYNCH. Henry Lynch.

Chairman WALSH. And where is your residence?

Mr. LYNCH. Winnipeg, Canada.

Chairman WALSH. And your occupation?

Mr. LYNCH. I am a commercial telegrapher.

Chairman WALSH. How long have you been employed in Winnipeg, Canada?

Mr. LYNCH. Four years, May 13.

Chairman WALSH. Were you ever a resident of the United States?

Mr. LYNCH. Born and raised in the United States.

Chairman WALSH. Born in what State?

Mr. LYNCH. Illinois.

Chairman WALSH. And raised in that State?

Mr. LYNCH. Yes; up to the time I was 21 years of age.

Chairman WALSH. At what time did you become a telegraph operator?

Mr. LYNCH. At the age of 18, I think I completed—qualified in the business.

Chairman WALSH. Did you learn in some school, or how?

Mr. LYNCH. No; I learned the business with the Wabash Railway and with the Western Union Telegraph Co., at home in Champaign, Ill.

Chairman WALSH. With what telegraph companies were you employed while you were in the United States?

Mr. LYNCH. With the Postal Telegraph Co. and with the Western Union.

Chairman WALSH. Why did you leave the service of the Postal Telegraph Co.?

Mr. LYNCH. I was discharged September 10, 1910, for attending a union meeting held on West Washington Street in this city.

Chairman WALSH. Where were you employed at the time?

Mr. LYNCH. In the main office of the Postal Building. I was discharged with about 10 or 15 others.

Chairman WALSH. Are you a married man?

Mr. LYNCH. Yes, sir.

Chairman WALSH. Any children?

Mr. LYNCH. I have not.

Chairman WALSH. Please state briefly your experience after you were discharged from the Postal Telegraph Co.

Mr. LYNCH. After I was discharged from the Postal I made application to the various officials for reinstatement, and I could not be reinstated. I went to work in the general offices of the Illinois Central on October 1, 1910, the following month, and worked there until December—no, until March 5, 1911, when I was let out on account of the reduction of the forces. My record with the Western Union was clear. I had worked for them—started with the Western Union in September—September 15, I believe—1905, and worked with them continuously until June 17, 1907; got a leave of absence for two weeks and went to Hot Springs, Ark., to take care of my brother, who was tubercular. I resigned from there and went west to Colorado Springs and was there about three months and returned. This, of course, was previous to my employment with the Postal. After getting out of the Illinois Central I made application to the Western Union's chief operator, Shell. He told me that my record was O. K. with the Western Union, but demanded I should give him a clearance before he could put me to work—from the Postal. I then saw Chief Operator Powers, of the Postal, and he stated my record was O. K., as far as working capacity was concerned, but was rather evasive in the matter of giving me a clearance. I then called upon Superintendent Magill, of the Postal—now dead—and he did not seem inclined to reinstate me in the Postal, telling me that they were not in need of men; and he was rather evasive in giving me the desired letter to the Western Union, in order that I should go to work there. At that time they were hiring men and wanting men in the Western Union. I then invoked the influence of the Hon. M. B. Madden, a Congressman of the United States, then a friend of Mr. Magill's, and he wrote a personal letter that I should be restored to the service. As a consequence, there was a letter issued to me by Magill to Shell, observing that my record was good as he saw it. Of course, you know, I presented the letter to Mr. Shell, but he would not put me to work. And he kept stalling me off for two months, and between the two companies, while my record was clear as a bell in the Western Union—I was not even in their strike—I could not get back to work.

(Correspondence referred to by the witness in the foregoing statement was submitted, and appears among the exhibits at the end of this subject as "Lynch Exhibit No. 1.")

Chairman WALSH. And you had been discharged at that time, had you, from the Postal?

Mr. LYNCH. I was discharged, as I stated, about September 10, 1910, for attending a union meeting, held at 180 West Washington Street, of the telegraphers.

Chairman WALSH. What was the cause of your leaving the United States?

Mr. LYNCH. I left the United States for the reason that I felt that I was blacklisted by both companies and my services were at an end with both the Western Union and the Postal; and I went to Canada to make a living at the business. I had always figured that the letter that was written by Magill to Shell was for a twofold purpose; first, to placate Congressman Madden, and, second, to cover up any evidence of cooperative blacklisting existing between the Western Union and the Postal.

Chairman WALSH. Was it your desire to remain in the country of your nativity—in this country?

Mr. LYNCH. Yes, sir.

Chairman WALSH. Well, could you not obtain employment with some other company or railroad or something of that sort?

Mr. LYNCH. I could not. I presume that I could, but you know the wages are much better in the commercial business than they are in the railroad service.

Chairman WALSH. Do you know the names of any other operators who claim to have been forced to leave this country for the same reason you did?

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Mr. LYNCH. I do, many of them. Mr. Walsh, I have here a statement of 18 operators in various parts of Canada from Vancouver to New Brunswick giving a detailed account of their experience with the Postal and with the Western Union companies here, where they were virtually placed upon a blacklist, and had to pursue the same policy I did in order to work at their trade, that I would like to file with the commission.

(Said above statement so offered in evidence appears among the exhibits at the end of this subject as "Lynch Exhibit No. 2.")

Chairman WALSH. Yes; please epitomize the statements in it, and file the entire file with the commission. I do not mean to epitomize them individually, but just state what they generally show. Are they men that were employed by the Western Union or Postal Telegraph Cos. in different points in the United States, and do they claim to have left for the reason given by you here?

Mr. LYNCH. Yes, sir; they are men who have been suspected of union activity or union affiliations or have been in sympathy with it, and have been driven all over the United States. Some of them are men who have been persecuted after they had worked for the Western Union and left in good standing.

Chairman WALSH. Were you an officer of the organization at any time?

Mr. LYNCH. Not of the Commercial Telegraphers' Union in the United States; I was, however, in Canada.

Chairman WALSH. After you left here?

Mr. LYNCH. Yes, sir.

Chairman WALSH. Prior to your leaving here had you been an organizer at any time for the union?

Mr. LYNCH. No, sir.

Chairman WALSH. Are you a member of the union now in Canada?

Mr. LYNCH. Yes, sir.

Chairman WALSH. Do the same conditions exist in Canada that exist here, or do you have contractual relations with the Commercial Telegraph Co. in Canada?

Mr. LYNCH. We have contractual relations with the company in Canada.

Chairman WALSH. How many men are employed by the Canadian Pacific Telegraph Co. in Canada?

Mr. LYNCH. About 800.

Chairman WALSH. Do they deal with this Commercial Telegraphers' Union?

Mr. LYNCH. Yes, sir.

Chairman WALSH. How long have you been in Canada now?

Mr. LYNCH. I shall have been there four years May 14 of this year.

Chairman WALSH. During the time you were there, as a matter of historical knowledge, has or has not the Canadian Pacific Telegraph Co. in Canada maintained harmonious relations with the Commercial Telegraphers' Union?

Mr. LYNCH. Yes, sir; we have never had any difficulty with the Canadian Pacific. We have raised wages there, by collective bargaining, I think, from 1907, 1908, or 1909, from a minimum of \$75 a month to \$100 a month, and we have reduced the hours of service required. We have secured for ourselves a two weeks' holiday with pay. I might say, incidentally, that I have just finished my time on that now, and we have established the right of having at least a chance to live as men and deal with the company in a manly way. The conditions in the United States in the telegraph business and in Canada are incomparable. All of the operators in Canada—that is, the American operators—who are about one-third, are divided into two classes, the first being men blacklisted, like myself, who can not work in the United States, and second, men who would rather live in exile than submit to the persecution and the inhuman treatment of the Western Union and Postal Cos. in the United States.

Chairman WALSH. What is the general feeling among the men in Canada toward their employers?

Mr. LYNCH. As trades-unions go, we have no room for complaint. It is fair to say, in justice to the employer in Canada, that he is a pretty fair, considerate man. I think it is fair to say of the Canadian people, employers, that they are human enough and have enough knowledge of the underlying principles which move society to-day to know that individually working a man is a slave, and that, collectively, he has some chance of bargaining, and they do things along that line. They do not make any discharges up there

except for pretty good reasons, and, of course, we see to it that they do not; but, aside from that, I think they are not inclined to do so. They are not so grasping, not so sordid, and do not propose to exact the last pound of flesh from the men.

Chairman WALSH. These letters that you have, I wish you would state how you came to have them; were they gathered purposely by your organization or by some one here so that they might be presented to the commission, or how were they gathered?

Mr. LYNCH. They were gathered through the instrumentality of the union.

Chairman WALSH. For the use of this commission?

Mr. LYNCH. Yes. I might say of this list of papers and statements I have here, that they involve about as many more operators, and are pretty hard to get—all of the blacklisted men in Canada—for the simple reason that they are out on the railroads and in other lines of business and up in the Yukon, and some of them fear the fangs of the blacklist of the Western Union and Postal, particularly the Western Union, in the United States, and while they are up there enjoying the comforts and advantages that accrue from the trades-unions, they are morally too cowardly to make the statements—they fear that some time they will come back to the United States and be made victims of the policies carried on by the Western Union.

Commissioner AISHTON. You attribute the better condition of the workmen in Canada and the different attitude of the Canadian employer to any particular legislation that protects either or both sides beyond what we have in our country?

Mr. LYNCH. Well, I do not say that I can. I think that you have enough labor legislation in the United States, and I would think that the difference between the legislation in the United States and Canada is this: That the labor legislation in Canada which favors the workers is generally enforced. In the United States the great economic powers throttle it. And I think that the matter of having a fair-minded set of people has a great deal to do with it. I do not think it would be possible at all for any corporation to carry on the policies of the Western Union or Postal in Canada aside from the opposition they would get from the labor unions. I think the general sentiment of the people and the power of the press would lambast them so they would not attempt it. There exists a pretty good degree of honor among those men to the north of us.

Commissioner AISHTON. Your employment was with the Canadian Pacific, I understand?

Mr. LYNCH. Yes.

Commissioner AISHTON. In the railroad. Have they commercial lines?

Mr. LYNCH. Yes; commercial lines on the C. P. R. R., like some other commercial companies are not separate from the railroad. The capital stock liability is made up of bonds that are wrapped up in the railroad company. While the officials are separate, it is handled as one. So it has been previous to the amalgamation of the Canadian Northern Telegraph and the G. N. W. I think the development of the private telegraph business in Canada was pretty much similar to that of the United States, starting possibly about the same time, 1846. But we have in Canada to-day competition in the telegraph business. It is a Dominion of something like 8,000,000 of people, as you understand, with an area as large as the United States, so you can readily see that capitalism is not very largely developed there as yet.

Commissioner AISHTON. About this Canadian Pacific telegraph system, I am not entirely clear in my mind. You are engaged in purely the commercial business?

Mr. LYNCH. Yes.

Commissioner AISHTON. In a commercial office?

Mr. LYNCH. Yes.

Commissioner AISHTON. The Canadian Pacific, though, have several hundred thousand places where the work is performed jointly, commercial telegraph?

Mr. LYNCH. Yes; the same as the Western Union in the United States on the railroads.

Commissioner AISHTON. What part of the operators, employees of the telegraph service or commercial service, have contracts with the Canadian company; what part which are operators engaged in purely a commercial business?

Mr. LYNCH. About 800 men in the Commercial Telegraphers' Union, and 3,500 in the Order of Railway Telegraphers.

Commissioner AISHTON. Did I understand you to say one-third of the telegraph operators in Canada were American citizens?

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Mr. LYNCH. I think about that percentage.

Commissioner AISHTON. You are speaking of commercial telegraphers now?

Mr. LYNCH. Yes.

Commissioner AISHTON. Not of the railroad telegraphers?

Mr. LYNCH. No, I do not know much about the make-up of the railroad.

Commissioner AISHTON. Have you any idea or knowledge as to the number of Canadian operators that are working in commercial offices in the United States?

Mr. LYNCH. I have not.

Commissioner AISHTON. There are some that you know of?

Mr. LYNCH. Yes; I believe there are some.

Commissioner AISHTON. That is all.

Chairman WALSH. That is all. Thank you. You will be excused, Mr. Lynch.

At this point we will stand adjourned until 2 o'clock this afternoon.

(At 12.25 of this Tuesday, April 13, 1915, a recess was taken until 2 o'clock in the afternoon.)

AFTER RECESS—2 P. M.

Chairman WALSH. We will now resume. Mr. Perham, please take the stand.

TESTIMONY OF MR. H. B. PERHAM.

Chairman WALSH. Please state your name.

Mr. PERHAM. H. B. Perham.

Chairman WALSH. Where do you live?

Mr. PERHAM. St. Louis, Mo.

Chairman WALSH. What is your occupation?

Mr. PERHAM. At the present time I am president of the Order of Railroad Telegraphers.

Chairman WALSH. How long have you filled that position?

Mr. PERHAM. Since 1901.

Chairman WALSH. What was your business prior to that time, please.

Mr. PERHAM. I was grand secretary-treasurer of the same organization.

Chairman WALSH. How long have you been connected with the organization in an official capacity?

Mr. PERHAM. Since May, 1907.

Chairman WALSH. Were you a telegraph operator to begin with?

Mr. PERHAM. I started as a telegraph operator in 1871.

Chairman WALSH. And followed that for how long?

Mr. PERHAM. Up until about 1895, with an interim in there of three years, when I was out of the business on account of not being able to get employment.

Chairman WALSH. What companies were you connected with as telegraph operator?

Mr. PERHAM. With the—mostly with railroads—about 15 of them, and then I have worked for the Western Union Telegraph Co. at various times and places, but mostly with railroads.

Chairman WALSH. Were you ever connected with the Commercial Telegraphers' Union of America? I mean the one that has been spoken of here so much.

Mr. PERHAM. I am now a member of that union, and helped to organize it in the first place.

Chairman WALSH. Were you in the conference of 1907 that was referred to here this morning by Mr. Brooks?

Mr. PERHAM. I was. If you will permit me, I will explain my relation to that.

Chairman WALSH. Very good.

Mr. PERHAM. When that broke out in June, I was here in Chicago, and at the request of the officers of the union I went to Washington to see Dr. Charles P. Neill to interest him in the case.

Chairman WALSH. Were you the one that broached the matter to Dr. Neill?

Mr. PERHAM. I believe that to be the case, that I was the first one to mention it to him to get him interested in the Commercial Telegraphers' grievances.

Chairman WALSH. Please give us a history of that transaction.

Mr. PERHAM. I explained the situation, as I understood it, to Dr. Neill.

Chairman WALSH. What was the situation, briefly, at that time that caused you to go to Dr. Neill?

Mr. PERHAM. A strike situation that was coming up on account of the grievances suffered by the men all over the United States in the Commercial Relay Telegraph offices; and it seemed to be a strike of a "flash in the pan" variety that was going to come on, and it seemed necessary that some one should try and intercede for the men and get an agreement; and we induced Dr. Neill to go to New York to see the general manager of the Western Union Telegraph Co. to see if some sort of an agreement could not be reached. He went there, and I believe saw Mr. Clowry, who was then general manager of that company, and he returned to Washington, where I met him again, and it was on June 20, 1907, that the final agreement was reached by long-distance telephone from Samuel Gompers' office, with Dr. Neill, President Gompers, and myself present at that time. We had considerable trouble in arranging the terms of the agreement, and that was the reason for the journeys between New York and Washington in reference to it.

Now we took considerable time—something like 7 or 10 days—to bring about that agreement. Later on, when we got it in satisfactory condition, we communicated with the grand executive board of the Commercial Telegraphers' Union, which was in session in New York at the time, and President Konenkamp, the witness who was here, was at that time merely a member of that general executive board, and I believe he was the one who accepted it for the board.

We had difficulty in finding Mr. S. J. Small, who was then president of the union; he was on the Pacific coast somewhere, and I believe between Ogden and San Francisco, and we tried to—we were trying to locate him by telegraph, to see whether he was coming east or going west; and eventually we were informed by Mr. Konenkamp by telephone that Mr. Small had accepted the proposition that was suggested by the mediator, Dr. Neill, and agreed to by the company.

If you will notice in the record, it states that the strike came on on June 21. This agreement was reached about 10.30 in the morning of June 20. The arguments that led up to that agreement were totally unknown to the then president of the union; they were also unknown to the employees of the Western Union Telegraph Co. in San Francisco—no chance to understand fully the agreement that had been reached. The boys in San Francisco went out on strike without the sanction of the executive officers of the union. At least, that is my understanding of the matter, and on our presenting the matter by telephone again to the grand executive union—

Chairman WALSH (interrupting). Where were they located?

Mr. PERHAM. In New York City, and we were in Washington. That board proceeded to the Pacific coast to get those men back to work again, and actually went back there and got the men to resume their duties with the telegraph company, and the strike came on afterwards on account of the annoying and provoking conduct of the local officers of the Western Union Telegraph Co., in San Francisco and Los Angeles, Cal. That is my understanding of the case.

I wish to make it plain that the men that were out on strike had no opportunity of knowing the facts in relation to the agreement that had been reached, because it was within 24 hours of the strike coming on that the agreement was made. The agreement was made in Washington, and the strike came on two or three thousand miles away, in San Francisco. Consequently, the union can hardly be blamed for the actions that the men took at that time.

Furthermore, the personnel of the union at that time was different from what it is now. Mr. Small was then president.

It was stated here that Mr. Konenkamp was vice president of the union at the time. The union had no vice president at that time.

Chairman WALSH. What were the duties of the executive board of which, say, Mr. Konenkamp was a member?

Mr. PERHAM. It would be to administer the affairs of the union and to decide just such questions as arose at that time.

I would like to state further, as a matter of information, that many attempts have been made by the telegraphers in the Western Union employ to organize and get on their feet as other unions have done in other employment.

For instance, in 1863, there was a National Telegraphers Union, that went out of business in 1869.

In 1868 there was a Telegraphers' Protective League, that went out of business in 1870.

There was a strike in 1869.

In 1875 there was the Telegraphers' Protective Union, which went out of business in 1877.

In 1882 there was the Brotherhood of Telegraphers, and that went out of business in 1883.

In 1901 this present union was formed and it still is in existence and doing business.

The opposition of the company to the men has been persistent throughout all that time.

In 1883, in this city, there was a strike on August 1. It was under the auspices of the Knights of Labor. District Assembly 223 was in this city, and I was a member of it.

I had some connection with that strike. And the black list which was then in fashion extended from the commercial telegraph companies to every railroad in this country. I was driven out of the telegraph business on account of my actions during that strike. I learned the mining business, prospecting, and came back to civilization some three or four years afterwards, and my name was off the list, and I resumed the railroad business. But the persistent opposition of the Commercial Telegraph Co. to unionism has continued all these years.

Chairman WALSH. What is the difference in the plan of organization, if any, between the Commercial Telegraphers and the O. R. T.?

Mr. PERHAM. There is scarcely any. Their objects and aims are identical and their methods of doing business are about the same.

Chairman WALSH. You heard what Mr. Brooks said this morning—that he had many of your members in his industry and had no objection to your organization. Have you had dealings of any sort with Mr. Brooks in any official capacity?

Mr. PERHAM. In my official capacity I waited on him in the year 1907 during the strike, during the pendency of the strike, in New York City. I think it was either in August or September of that year, and I pleaded with him and with Mr. Clowry, who was then the general manager, to come to some sort of an agreement with his employees. I spent an afternoon there, but failed completely in my efforts to bring about a settlement.

Chairman WALSH. Commissioner Garretson would like to ask you a few questions, Mr. Perham, unless there was some other statement that you desired to make about which you were not asked. I wished to ask you about the 1907 conference, it having been stated that you had had this connection with it. Now, if there was any other statement that you think would enlighten us on the present subject, you may make it.

Mr. PERHAM. I was very much complimented by the testimony of the witness, Mr. Brooks, this morning, but I assume that he has had no business with the railway telegraphers or possibly he might not have been so favorably impressed. It is a fact that at this present moment I am not permitted to go into some of the general managers' offices, even in the railroads in the United States. We are on a formative plane, you may say, and gradually making our organization perfect; but it is not yet perfected. I have about 95 per cent of the railroads in the United States scheduled, as we call it—contracts between the company and the employees—but that 5 per cent still have to be brought to time, and it is by the usual process of conferences and probably strikes before we can bring them to recognize the union.

There is one thing to be said about this, that the formation of a union is one thing and the getting of recognition is another. The getting of recognition from employers is the most difficult proposition. It is a question hardly capable of arbitration—that question of recognition; but where a union once does get on its feet and is recognized by the employer and has a contract, why, of course, business can go along in a more peaceable way thereafter. And the Commercial Telegraphers have never reached that first stage of getting the recognition of the employers. That is the trouble at the present moment; these men do not want much beyond recognition.

Chairman WALSH. Are there many members of your organization also members of the Commercial Telegraphers in the same way as you are?

Mr. PERHAM. I assume that there are possibly 500 to 1,000. We are very closely in sympathy with that union. We desire them to live and to flourish, and we put our membership in there solely for the purpose of keeping that union together and will subscribe our money and do other things to get that union recognized as the larger organization of railroad telegraphers already is.

Chairman WALSH. What is the relative size of the two organizations?

Mr. PERHAM. There are in the United States 53,000, approximately, telegraphers employed by the railroads; and, as was stated here this morning, of the Commercial Telegraphers there are about 20,000.

Commissioner O'CONNELL. And how many members have you of that 53,000?

Mr. PERHAM. About 43,000 are organized.

Commissioner O'CONNELL. What is the membership of the other?

Mr. PERHAM. I don't know.

Chairman WALSH. Commissioner Garretson wishes to interrogate you.

Commissioner GARRETSON. Mr. Perham, is it true that the then executive of the Commercial Union, following the strike of 1907 or during it, made the statement that the men in California—San Francisco and Los Angeles—took the position that they would disown the affiliation with or authority of the organization unless that authority was used to sanction that strike?

Mr. PERHAM. I am not able to answer that question because I was not there and did not take part in that, but I heard that that was the case.

Commissioner GARRETSON. That was the common report among telegraphers?

Mr. PERHAM. Yes, sir.

Commissioner GARRETSON. Is it not true that the present executive of that organization used his entire influence in opposition to that strike and that he was elected to office later on on the basis of that opposition?

Mr. PERHAM. I have always understood that that was the case.

Commissioner GARRETSON. I wanted statements from you, as fairly cognizant of the business of the telegraphers and of the information that prevailed among them, and still in no way connected with that strike—I wanted to know what you knew. I have always understood that that was the case.

Mr. PERHAM. Yes; I believe that Mr. Konenkamp was very anxious to overcome that strike and to have that agreement with Mr. Clowry that was quoted this morning carried out in its entirety. That has always been his idea.

Commissioner GARRETSON. What has been your experience in dealing with the question of organization and securing of recognition where tyrannical or star-chamber methods were used against allowing the men to organize? Doesn't that always bring the physical-force element to the front among employees—not necessarily in the union but among the employees?

Mr. PERHAM. Among the employees. They will do that without a union. They will fight for that principle of recognition.

Commissioner GARRETSON. That is really the human side of it and not the organization side?

Mr. PERHAM. Not the organization side. The organization, when once established, has the best function; is very useful to the men; but to gain that organization recognition must come.

Commissioner GARRETSON. And it is after the orderly method has been established that the men that favor the orderly method come into control?

Mr. PERHAM. Always the best men come to the front then to transact the business of the union that has gained recognition.

Commissioner GARRETSON. That is all, Mr. Chairman.

Chairman WALSH. Commissioner Aishton will ask you some questions?

Commissioner AISHTON. Mr. Perham, are the rules of the Commercial Telegraphers' Union the same now as they were in 1907 or prior to that time?

Mr. PERHAM. They have held conventions yearly since that time, I believe, in which some slight changes might have been made. I am not aware, though, of what those changes were; but I can state, though, that the constitution and statutes of the union are practically the same as they were in 1907.

Commissioner AISHTON. Speaking of your organization, Mr. Perham, it would hardly be possible, under your organization, would it, for the president in San Francisco to be unaware of an arrangement made by his executive committee or the executive committee of your organization in New York covering an arbitration agreement?

Mr. PERHAM. I might say that our law is different from that of almost any other organization I know of, in that it gives the chief executive officer full power in that regard; that there is no one over him. He may approve a strike and the strike may come on—that is, if the employees have voted for it—and he may withhold his approval for the strike and the strike will not come. That is rather extraordinary, and it applies just simply to the railroad telegraphers.

Commissioner AISHTON. In your experience, after agreement for arbitration or for the submission of a subject to somebody or other for the adjudication of

differences, either by the president or by the executive committee, you have never had any strike in your organization, have you?

Mr. PERHAM. I have never seen any agreement of that kind abrogated by the men. It has been carried out.

Commissioner AISHTON. And that is the strength of yours or of any other organization, that an agreement made by the proper authority as organized under their constitution is absolutely carried out in good faith by the organization?

Mr. PERHAM. It always has been.

Commissioner AISHTON. In this particular case in San Francisco, as I understand, that strike was started within 24 hours after the signing of an arbitration agreement in New York?

Mr. PERHAM. And before the men knew of the situation—

Commissioner AISHTON (interrupting). Yes.

Mr. PERHAM (continuing). May I explain—

Commissioner AISHTON. Yes.

Mr. PERHAM. The strike was quite imminent for several days or weeks prior to this time; and that is why I interested myself in the case, because I believed there was very much in mediation, and that is why I went to Washington to see if I could head off the strike that seemed bound to come. And we nearly succeeded in doing it. And I believe if we had had four days in which to inform the men in San Francisco as to what took place in Washington, that strike would not have come on.

Commissioner AISHTON. Of course, I assume that the executive committee had access to the telegraph wires in San Francisco?

Mr. PERHAM. They did.

Commissioner AISHTON. It was not a very lengthy document—that read by Mr. Brooks this morning?

Mr. PERHAM. It was, as a matter of fact, wired out there.

Commissioner AISHTON. And was, as a matter of fact, received by the president of the organization or some of his associates prior to the calling of the strike, or do you know that?

Mr. PERHAM. I don't know that, but I suspect that was the case. I would like to explain further. I was out in San Francisco and saw these men that went out on the strike prior to the time they went out on the strike. I was at a meeting there one Sunday afternoon when 400 men were present who had just been organized, and I gave them a lecture for about two hours as to their duties as a union. Mind you, these men had just won their cards in the union. They were not yet union men; they were raw recruits, and had got to learn all about the way the union transacted business, and they are not safe until they have learned that, as to how the business is done. Now, those telegraphers in San Francisco were not aware of the machinery of the union for keeping order and keeping business and gaining advances by it, but they would have to learn that, and they will have that to learn yet.

Commissioner AISHTON. Mr. Perham, after that San Francisco strike took place, how long a time elapsed, do you remember, before the men at Los Angeles walked out?

Mr. PERHAM. I am not able to give you that date?

Commissioner AISHTON. Do you know how long a time elapsed before the men in Chicago retired from work? I think it was testified that they did retire?

Mr. PERHAM. It seems to me that that came on about July the 15th, but my memory is treacherous about that.

Commissioner AISHTON. Then, as I understand it, and as your memory goes, the New York strike followed?

Mr. PERHAM. Yes; it just spread from one town to another until it involved the entire country.

Commissioner AISHTON. There was or must have been knowledge, or it is fair to assume that the men in Chicago and in New York did have knowledge of this agreement that had been reached?

Mr. PERHAM. I suspect that they did, but their grievances were of such a character that no man in the world could have prevented them from striking.

Commissioner AISHTON. As you say, it started with a flash in the pan, and those things are dangerous when they get started?

Mr. PERHAM. Yes, sir.

Commissioner AISHTON. The place to stop them is before they get started?

Mr. PERHAM. Yes, sir.

Commissioner AISHTON. That has always been your experience?

Mr. PERHAM. My experience is that to get the men organized and put under control is one of the methods of bringing industrial peace; and there can be no peace for the commercial telegraph companies until they recognize the union of employees and do business as other people do it.

Chairman WALSH. That is all, thank you, Mr. Perham.

Mr. Edward G. Barrett.

TESTIMONY OF MR. EDWARD G. BARRETT.

Chairman WALSH. State your name.

Mr. BARRETT. Edward G. Barrett.

Chairman WALSH. Where do you reside, Mr. Barrett?

Mr. BARRETT. At Downers Grove, Ill.

Chairman WALSH. What is your business?

Mr. BARRETT. Repeater attendant.

Chairman WALSH. That is a branch of the telegraph business?

Mr. BARRETT. Yes, sir.

Chairman WALSH. Just describe what that is, please, Mr. Barrett.

Mr. BARRETT. To adjust repeaters, single, duplex, or quadruple.

Chairman WALSH. Please describe the operation.

Mr. BARRETT. We adjust them so they repeat into the sounders that the operators receive from and keep them in working order.

Chairman WALSH. By what company are you employed?

Mr. BARRETT. The Western Union Telegraph Co.

Chairman WALSH. Have you been employed by the company in any other capacity?

Mr. BARRETT. I have.

Chairman WALSH. In what capacity?

Mr. BARRETT. Special agent.

Chairman WALSH. Were you ever a regular telegraph operator?

Mr. BARRETT. Yes, sir.

Chairman WALSH. Covering what period of years were you an operator?

Mr. BARRETT. Ten years.

Chairman WALSH. Were you ever—what is the nature of your work—the work of a special agent?

Mr. BARRETT. Well, it is secret work.

Chairman WALSH. Just describe what it is.

Mr. BARRETT. Well, you follow out the orders of your superior, whatever they may be, whatever you are assigned to, whatever case it is.

Chairman WALSH. Are the orders given to you in writing usually?

Mr. BARRETT. No.

Chairman WALSH. How long did you act as special agent for the company?

Mr. BARRETT. From January to April, 1911, and from January to October in 1912.

Chairman WALSH. From whom did you receive your assignment?

Mr. BARRETT. Shoemaker.

Chairman WALSH. From the Shoemaker that has been testified about here?

Mr. BARRETT. Yes.

Chairman WALSH. Did you apply for the place or were you selected?

Mr. BARRETT. I was selected.

Chairman WALSH. You were selected?

Mr. BARRETT. Yes, by Mr. Shoemaker.

Chairman WALSH. Where were you stationed at the time you were selected?

Mr. BARRETT. At the Chicago office.

Chairman WALSH. In 1911?

Mr. BARRETT. Yes, sir.

Chairman WALSH. And where did you work at the time you were selected in 1912?

Mr. BARRETT. At the Chicago office.

Chairman WALSH. What was your first assignment after you were selected?

Mr. BARRETT. I don't understand what you mean.

Chairman WALSH. You said that you acted under the orders of your superior.

What were the orders you first received after your selection as special agent?

Mr. BARRETT. To check up unionism.

Chairman WALSH. What does that mean?

Mr. BARRETT. To ascertain who were members of the union.

Chairman WALSH. Please describe the modus operandi to us.

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Mr. BARRETT. Well, by legitimate detective methods is all I can explain.
Chairman WALSH. Where did you do your first work in that line?
Mr. BARRETT. At El Paso.
Chairman WALSH. Were you a member of the union?
Mr. BARRETT. Not then.
Chairman WALSH. Did you become a member of the union?
Mr. BARRETT. Yes; later on.
Chairman WALSH. While you were a special agent?
Mr. BARRETT. Yes, sir.
Chairman WALSH. What is the compensation of a special agent?
Mr. BARRETT. It varies.
Chairman WALSH. What was your compensation as a special agent?
Mr. BARRETT. One hundred dollars.
Chairman WALSH. What was the highest compensation paid that you know of?
Mr. BARRETT. One hundred and thirty-five dollars.
Chairman WALSH. And the lowest?
Mr. BARRETT. Ninety dollars, I believe.
Chairman WALSH. Now, did you have an expense account?
Mr. BARRETT. Yes.
Chairman WALSH. Please state what items you were permitted to charge upon that expense account.
Mr. BARRETT. Board.
Chairman WALSH. Anything else?
Mr. BARRETT. Lodging and drinks, if any.
Chairman WALSH. Anything else?
Mr. BARRETT. No; well, it included car fare.
Chairman WALSH. Was there an expense attached to joining the union, an initiation fee, or anything of that sort?
Mr. BARRETT. Yes; it also included that.
Chairman WALSH. They also paid your initiation fee?
Mr. BARRETT. Yes.
Chairman WALSH. Did you pay the dues out of your expenses?
Mr. BARRETT. I had no dues.
Chairman WALSH. Aren't there any dues in the union?
Mr. BARRETT. I was in there only a short while.
Chairman WALSH. What organization did you join, the Commercial Telegraphers'?

Mr. BARRETT. Yes.
Chairman WALSH. Where did you join it?
Mr. BARRETT. Oklahoma and New York.
Chairman WALSH. What did you first do in El Paso?
Mr. BARRETT. Sir?
Chairman WALSH. What did you first do in El Paso?
Mr. BARRETT. Got a job and went to work as a telegraph operator.
Chairman WALSH. Did you make any report of union men at that place?
Mr. BARRETT. I did not.
Chairman WALSH. Were you there for that purpose?
Mr. BARRETT. I was.
Chairman WALSH. How did it happen you did not make a report from that place?
Mr. BARRETT. I did not find any.
Chairman WALSH. You went from there, where?
Mr. BARRETT. To Oklahoma city.
Chairman WALSH. You joined the union there?
Mr. BARRETT. Yes.
Chairman WALSH. Did you make a report from that place?
Mr. BARRETT. I did.
Chairman WALSH. To whom did you make a report from that place?
Mr. BARRETT. Superintendent Lingafelt.
Chairman WALSH. He was superintendent where?
Mr. BARRETT. At Oklahoma city.
Chairman WALSH. Under what name did you work there?
Mr. BARRETT. My own.
Chairman WALSH. Your true name?
Mr. BARRETT. Yes.
Chairman WALSH. Did you join the union under that name?
Mr. BARRETT. I did.

Chairman WALSH. Did you attend the meetings?
Mr. BARRETT. No.
Chairman WALSH. Just describe how you joined the union.
Mr. BARRETT. By letter.
Chairman WALSH. Did you get a union card?
Mr. BARRETT. I did.
Chairman WALSH. You say you paid the initiation fee?
Mr. BARRETT. Yes.
Chairman WALSH. And charged that on your expense account?
Mr. BARRETT. I did.
Chairman WALSH. Did you turn in any names of persons who belonged to the union at that place?
Mr. BARRETT. I did.
Chairman WALSH. How did you ascertain them?
Mr. BARRETT. By talking to them and seeing their cards.
Chairman WALSH. Just describe it. Did you tell them you were a union man?
Mr. BARRETT. I did.
Chairman WALSH. Just describe in your own way how you did it.
Mr. BARRETT. There is nothing more to describe than what I have answered you.
Chairman WALSH. Sir?
Mr. BARRETT. There is nothing more to describe than what I have answered. I have answered your question as fully as I can.
Chairman WALSH. How many telegraph operators did you report from Oklahoma city?
Mr. BARRETT. Six.
Chairman WALSH. Now, where did you take them, at your office?
Mr. BARRETT. At various places.
Chairman WALSH. Did you buy them drinks and things like that?
Mr. BARRETT. No.
Chairman WALSH. Did they tell you freely that they belonged?
Mr. BARRETT. They did.
Chairman WALSH. Did you have any other way to check the matter up than by these questions?
Mr. BARRETT. Only by seeing their cards.
Chairman WALSH. I believe you mentioned that; you sent the list to the company, to Mr. Lingafelt?
Mr. BARRETT. I told him of it.
Chairman WALSH. Were these men discharged?
Mr. BARRETT. I don't know; they were not there while I was there.
Chairman WALSH. How long did you remain there?
Mr. BARRETT. I don't know; a couple of months, I should say.
Chairman WALSH. And you acted as a telegraph operator during the time?
Mr. BARRETT. Yes, sir.
Chairman WALSH. Did the \$100 a month include your service to the telegraph company both as special agent and as operator?
Mr. BARRETT. I believe you could put it that way; yes, sir.
Chairman WALSH. Is that the way it is? I do not want to put it that way, of course.
Mr. BARRETT. That is the only way I can explain it to you.
Chairman WALSH. Your total compensation was \$100 a month.
Mr. BARRETT. Yes, sir; \$100 a month.
Chairman WALSH. Where did you go from Oklahoma city?
Mr. BARRETT. Chicago.
Chairman WALSH. What did you do in Chicago?
Mr. BARRETT. I went to work in the main office as a regular operator.
Chairman WALSH. Sir?
Mr. BARRETT. I went to work in the main office as a regular operator.
Chairman WALSH. A regular operator?
Mr. BARRETT. Yes.
Chairman WALSH. Were you still a member of the union?
Mr. BARRETT. No.
Chairman WALSH. Did you resign?
Mr. BARRETT. I sent them my card.
Chairman WALSH. You returned your card?

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Mr. BARRETT. Yes.
Chairman WALSH. After you came to Chicago did you belong to the union here?
Mr. BARRETT. No.
Chairman WALSH. Did you act as special agent in Chicago?
Mr. BARRETT. No.
Chairman WALSH. Did you act as special agent in Chicago at any time?
Mr. BARRETT. No.
Chairman WALSH. How did you come then—where was your next service as special agent?
Mr. BARRETT. I was hired by Mr. Shoemaker, in Chicago.
Chairman WALSH. And sent where?
Mr. BARRETT. I was sent to Memphis.
Chairman WALSH. You were not a member of the union when you were hired this time?
Mr. BARRETT. No.
Chairman WALSH. Did you join the union?
Mr. BARRETT. Later on.
Chairman WALSH. Where?
Mr. BARRETT. At New York.
Chairman WALSH. Did you get a list of names at Memphis?
Mr. BARRETT. No.
Chairman WALSH. For what reason?
Mr. BARRETT. There were none there.
Chairman WALSH. Did you go direct from Memphis to New York?
Mr. BARRETT. No, sir.
Chairman WALSH. Where did you go before you went to New York?
Mr. BARRETT. To Atlanta.
Chairman WALSH. And engaged in the same work there?
Mr. BARRETT. No, sir.
Chairman WALSH. What did you do in Atlanta?
Mr. BARRETT. I stayed there a while, and was sent from there to Savannah.
Chairman WALSH. Did you act as operator in Atlanta?
Mr. BARRETT. No.
Chairman WALSH. How long were you in Atlanta?
Mr. BARRETT. Four or five days.
Chairman WALSH. Were you checking up there?
Mr. BARRETT. No.
Chairman WALSH. What business were you doing for the company there?
Mr. BARRETT. Resting.
Chairman WALSH. Just resting?
Mr. BARRETT. Yes. [Laughter.]
Chairman WALSH. Please make no audible expression of your feelings while the commission is in session.
Where did you go from Atlanta?
Mr. BARRETT. To Savannah.
Chairman WALSH. How long were you at Savannah?
Mr. BARRETT. About a month.
Chairman WALSH. Did you work for the telegraph company there?
Mr. BARRETT. Yes, sir.
Chairman WALSH. As an operator?
Mr. BARRETT. Yes, sir.
Chairman WALSH. Did you send any list from Savannah?
Mr. BARRETT. No, sir.
Chairman WALSH. Was it because you were unable to discover any there?
Mr. BARRETT. I did not discover any there.
Chairman WALSH. Where did you go from Savannah?
Mr. BARRETT. To New York.
Chairman WALSH. What did you do in New York?
Mr. BARRETT. Worked for Mr. Shoemaker.
Chairman WALSH. Did you act as operator?
Mr. BARRETT. No, sir.
Chairman WALSH. Just describe what your duties were while working for Mr. Shoemaker.
Mr. BARRETT. Well, standing on the block, as the boys call it, on the corner, and seeing if I could pick up anything.

Chairman WALSH. That is, seeing whether you could ascertain whether or not any persons belonged to the union?

Mr. BARRETT. Yes, sir.

Chairman WALSH. Were you a member of the union then?

Mr. BARRETT. No, sir.

Chairman WALSH. When did you join?

Mr. BARRETT. I don't know just what date it was, but it was later on.

Chairman WALSH. In New York?

Mr. BARRETT. Yes.

Chairman WALSH. Did you join under the same name that you joined in Oklahoma?

Mr. BARRETT. No, sir.

Chairman WALSH. Under what name did you come in?

Mr. BARRETT. Under the name of McEwen.

Chairman WALSH. And your first name?

Mr. BARRETT. No, sir.

Chairman WALSH. Under what first name did you join?

Mr. BARRETT. Arthur.

Chairman WALSH. What is your first name, Edward G. Barrett?

Mr. BARRETT. Yes, sir.

Chairman WALSH. Did you turn in a list from New York?

Mr. BARRETT. No, sir.

Chairman WALSH. Why not?

Mr. BARRETT. I was not required to.

Chairman WALSH. Did you make any report in New York?

Mr. BARRETT. Verbal reports only.

Chairman WALSH. How many did you report in New York?

Mr. BARRETT. None.

Chairman WALSH. Were you able to ascertain any in New York?

Mr. BARRETT. No, sir.

Chairman WALSH. Were there any there, as far as you found out, that belonged to the union?

Mr. BARRETT. There were probably some there; I don't know.

Chairman WALSH. You were not able to ascertain, you mean?

Mr. BARRETT. That is correct.

Chairman WALSH. How long did you stay there?

Mr. BARRETT. I don't know just how long; two or three months, I presume.

Chairman WALSH. Did you attend union meetings there?

Mr. BARRETT. No, sir.

Chairman WALSH. You simply talked to individuals to ascertain whether or not they belonged to the union?

Mr. BARRETT. Yes, sir.

Chairman WALSH. Was it your practice while you were doing this work to attempt to organize the men?

Mr. BARRETT. No, sir.

Chairman WALSH. Apparently organize them into a union?

Mr. BARRETT. No, sir.

Chairman WALSH. When you went out to Oklahoma did you call a meeting of a number of the operators in your room and ask them to join the union?

Mr. BARRETT. I did not call that meeting.

Chairman WALSH. What were the circumstances of the meeting being held there?

Mr. BARRETT. Well, they simply suggested it and I agreed to it.

Chairman WALSH. Who suggested it; what individual?

Mr. BARRETT. I don't remember.

Chairman WALSH. How many of you were in that meeting?

Mr. BARRETT. Six or seven.

Chairman WALSH. Was it in your room?

Mr. BARRETT. It was.

Chairman WALSH. And was it six or seven men that you reported were in your room?

Mr. BARRETT. They were.

Chairman WALSH. And you reported none others?

Mr. BARRETT. None others.

Chairman WALSH. And had they joined the union as yet?

Mr. BARRETT. They were all members.

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Chairman WALSH. They were all members?

Mr. BARRETT. Yes.

Chairman WALSH. How did they happen to meet in your room?

Mr. BARRETT. Well, some one wanted to know where they should meet, and I told them they could have my room if they wanted it.

Chairman WALSH. Was it in a hotel?

Mr. BARRETT. It was.

Chairman WALSH. Did the telegraphers with whom you worked in Oklahoma ascertain what your business was?

Mr. BARRETT. I think not.

Chairman WALSH. Did you do work in any other part of the country?

Mr. BARRETT. No, sir.

Chairman WALSH. Did you visit telegraph operators in Albany, New York State, and represent yourself as representing an artificial leg concern in Minneapolis?

Mr. BARRETT. I believe I did, but not in this connection at all.

Chairman WALSH. How long did you act as special agent altogether?

Mr. BARRETT. From January to April, 1911, and from January to October, 1912.

Chairman WALSH. Have you stated all of the men you reported?

Mr. BARRETT. I believe I have.

Chairman WALSH. And that is the number?

Mr. BARRETT. Yes.

Chairman WALSH. How many months were you in the service altogether as special agent?

Mr. BARRETT. About a year; something like that.

Chairman WALSH. About a year, and during that time you say you reported but six men that belonged to the union?

Mr. BARRETT. That is all.

Chairman WALSH. They were the ones that met in your room in Oklahoma city?

Mr. BARRETT. That is all.

Chairman WALSH. Are you in the special service at present?

Mr. BARRETT. I am not.

Chairman WALSH. Were you ever employed by any detective agency?

Mr. BARRETT. I was.

Chairman WALSH. What detective agency?

Mr. BARRETT. Thiel Detective Agency.

Chairman WALSH. For how long a time?

Mr. BARRETT. A couple of years.

Chairman WALSH. Covering what period?

Mr. BARRETT. I don't remember.

Chairman WALSH. How long ago was it?

Mr. BARRETT. It must have been 10 or 12 years ago.

Chairman WALSH. Were you engaged in this same line of work?

Mr. BARRETT. Yes.

Chairman WALSH. Among the telegraphers?

Mr. BARRETT. Not wholly. I was engaged in general detective business.

Chairman WALSH. Did it have to do with industrial matters alone?

Mr. BARRETT. Sometimes.

Chairman WALSH. Your services?

Mr. BARRETT. Sometimes.

Commissioner GARRETSON. You were paid \$100 a month for services both as operator and as detective. When you came back to Chicago after your first venture and dropped the rôle of detective, what were you paid?

Mr. BARRETT. Eighty dollars.

Commissioner GARRETSON. When you joined the organization—that is, the telegraphers' union—did you take an obligation?

Mr. BARRETT. I don't believe I did.

Mr. GARRETSON. Not sure?

Mr. BARRETT. I know I did not.

Mr. GARRETSON. You know you did not? That is all.

Chairman WALSH. That is all; you may be excused.

Commissioner AUSTON. Just one question I would like to ask: Did you have any other line of investigation during this period?

Mr. BARRETT. Yes.

Commissioner AISHTON. When you were employed in this capacity other than getting the names of men belonging to the union?

Mr. BARRETT. Yes.

Commissioner AISHTON. I wish you would describe to the chairman some of those duties, please.

Mr. BARRETT. There was a case of stealing I checked up. That is all I know.

Commissioner AISHTON. Stealing from the company?

Mr. BARRETT. Yes.

Commissioner AISHTON. Anything else?

Mr. BARRETT. No; I don't believe so, other than looking after the general benefit of them so far as I could.

Commissioner AISHTON. Did your instructions from your company cover the general inspection of the service—of the property?

Mr. BARRETT. I didn't get instructions from the company. Shoemaker was my instructor. That was his instructions.

Commissioner AISHTON. That was his instructions?

Mr. BARRETT. Yes, sir.

Commissioner AISHTON. That is all. Thank you.

Commissioner O'CONNELL. In the efforts you made to gather the names of union men and send in or to verbally give in to the officials, did you make the mistake of any one man who was not a union man?

Mr. BARRETT. I did not.

Commissioner O'CONNELL. In what way were you sure that you did not?

Mr. BARRETT. Because I saw their cards.

Commissioner O'CONNELL. You say you did not take an obligation in the organization?

Mr. BARRETT. Not that I know of. I signed some kind of a paper, but I didn't read it.

Commissioner O'CONNELL. Signed a paper but didn't read it?

Mr. BARRETT. Yes; signed it just because it was an application shoved at me.

Commissioner O'CONNELL. How did you get your card?

Mr. BARRETT. By mail.

Commissioner O'CONNELL. Sent you by mail?

Mr. BARRETT. The first one; Konenkamp gave me the second.

Commissioner O'CONNELL. Konenkamp personally?

Mr. BARRETT. Personally.

Commissioner O'CONNELL. In his office?

Mr. BARRETT. At his office.

Commissioner O'CONNELL. Didn't go through any form of initiation?

Mr. BARRETT. No.

Commissioner O'CONNELL. Just handed it to you and said you were a member?

Mr. BARRETT. That is all.

Commissioner O'CONNELL. Did you feel in accepting membership in that organization you had assumed any responsibility toward the organization or its members?

Mr. BARRETT. No.

Commissioner O'CONNELL. Suppose that there was an obligation that you would not knowingly do personal injury to a member?

Mr. BARRETT. I don't think there was.

Commissioner O'CONNELL. Wouldn't any obligation of that kind go with it?

Mr. BARRETT. No, sir.

Commissioner O'CONNELL. Had you any idea as to there being any such obligation from the members of the organization?

Mr. BARRETT. No, sir.

Commissioner O'CONNELL. Have you any idea as to just what that organization is formed for?

Mr. BARRETT. Yes.

Mr. O'CONNELL. What is your conception of the organization?

Mr. BARRETT. It looks to me like the men are trying to better themselves and the company won't have it.

Commissioner O'CONNELL. You feel that you were working right in line with the company in preventing men from getting it?

Mr. BARRETT. That is where I get my bread and butter.

Commissioner O'CONNELL. You feel if the men bettered their condition by organization and increasing of wages and rates and hours of labor, better their working conditions, that you would not enjoy also that result?

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Mr. BARRETT. I do not know. I presume I would.

Commissioner O'CONNELL. You think that would not probably overcome, be of greater amount of service to you than that which the company was giving you?

Mr. BARRETT. I don't know.

Commissioner O'CONNELL. In the service of the Thiel Detective Agency were you engaged in gathering information as to what organizations were doing?

Mr. BARRETT. Yes, sir.

Commissioner O'CONNELL. And as to whether they were preparing for strikes or not?

Mr. BARRETT. Yes, sir.

Commissioner O'CONNELL. And did you ever attend their meetings, union meetings of organizations; did you ever attend a meeting of their union?

Mr. BARRETT. No.

Commissioner O'CONNELL. In what way did you gather the information?

Mr. BARRETT. Just merely hearsay.

Commissioner O'CONNELL. You turned that in to the Thiel Agency?

Mr. BARRETT. Just as I found it.

Commissioner O'CONNELL. Just as you heard it?

Mr. BARRETT. Hearsay.

Commissioner O'CONNELL. Upon that information your employer would furnish to parties seeking that information as being reliable information?

Mr. BARRETT. I don't know what he would furnish.

Commissioner O'CONNELL. The only basis of your information was simply hearing men talk?

Mr. BARRETT. That is all. I have reported my stuff. I never padded my reports.

Commissioner O'CONNELL. Never padded them?

Mr. BARRETT. No, sir; they were straight.

Commissioner O'CONNELL. You think you were always absolutely accurate in your conception of what men were talking about?

Mr. BARRETT. I do.

Commissioner O'CONNELL. For instance, in barrooms—you would hear them talk in barrooms?

Mr. BARRETT. Lots of them talk there, but that talk don't go.

Commissioner O'CONNELL. You wouldn't pay any attention to a man talking in a barroom?

Mr. BARRETT. No.

Commissioner O'CONNELL. But you have been in such places?

Mr. BARRETT. Yes.

Commissioner O'CONNELL. And I understand some of your expense account was for the purpose of buying drinks, you say?

Mr. BARRETT. Occasionally.

Commissioner O'CONNELL. State what your purpose would be in buying a man a drink?

Mr. BARRETT. Because he was a good fellow, something like that.

Commissioner O'CONNELL. Just good fellowship?

Mr. BARRETT. Yes.

Commissioner O'CONNELL. Would you endeavor to furnish him several drinks so that he might become a free talker?

Mr. BARRETT. No.

Commissioner O'CONNELL. Were there any other peculiar means that you used in your way of securing information?

Mr. BARRETT. No.

Commissioner O'CONNELL. All open and aboveboard?

Mr. BARRETT. Yes.

Commissioner O'CONNELL. You never made it known among men that you came among that you were watching them?

Mr. BARRETT. No.

Commissioner O'CONNELL. You didn't think that that was necessary?

Mr. BARRETT. That was not my business.

Commissioner O'CONNELL. That is all.

Commissioner LENNON. Where were you born?

Mr. BARRETT. Mendota, Ill.

Commissioner LENNON. Where do your people live now?

Mr. BARRETT. My folks are all dead except by immediate family.

Commissioner LENNON. You have a family?

Mr. BARRETT. Yes.

Commissioner LENNON. Where do they live?

Mr. BARRETT. The same place I gave as my address.

Commissioner LENNON. Where did you learn the trade?

Mr. BARRETT. Mendota.

Commissioner LENNON. How long did you work there?

Mr. BARRETT. Oh, I don't know. I worked there for years.

Commissioner LENNON. How long; don't you know approximately how many years?

Mr. BARRETT. Ever since I was a kid about 17.

Commissioner LENNON. You worked there about 17 years?

Mr. BARRETT. Ever since I was a boy about 17 I have worked as an operator off and on.

Commissioner LENNON. How long did you work in Mendota?

Mr. BARRETT. I can't tell you.

Commissioner LENNON. What other places have you worked besides at Mendota?

Mr. BARRETT. Various places on the Burlington Railroad.

Commissioner LENNON. What various places on the Burlington? Did you ever belong to the Order of Railroad Telegraphers?

Mr. BARRETT. I have.

Commissioner LENNON. You have?

Mr. BARRETT. Yes.

Commissioner LENNON. Did you perform this same character in that when you were in the railroad company's employ regarding the members of the organization of telegraphers that you did with the others?

Mr. BARRETT. I did not.

Commissioner LENNON. I have here a copy of the obligation of the Commercial Telegraphers and I am going to read it. I would like to ask you if you signed it? It is an application and obligation together. It reads:

"I, and then a place for your name, "of my own free will and accord, do most solemnly and sincerely promise and affirm upon my sacred honor, that I will never reveal any of the secrets of the union, which have been heretofore, shall be at this time, or may at any future period be communicated to me as such, to any person whomsoever, unless lawfully authorized to do so; that I will obey and abide by the laws and regulations of the union, so far as they shall come to my knowledge; that I will not knowingly wrong, cheat, or defraud a member of this union; that I will assist all destitute, worthy members of the union who may apply to me for relief when in my power to do so; that I will give employment to a member of this union in preference to a stranger, other things being equal; that I will give members due and timely notice of any danger that I may know to threaten their families; that I will recognize all signs which may be given me by members of this union and will endeavor at all times to uphold and maintain the dignity of the union; that I will not teach the art of telegraphy to any person or persons; that I will not recommend any candidate for membership in this union whom I may have reason to believe would prove unworthy of the sacred name of brother. All this I most solemnly and sincerely promise and affirm with a steadfast resolution to keep and perform the same without the least equivocation or mental reservation whatsoever."

When you made application for membership in the Commercial Telegraphers, did you sign a document of that kind?

Mr. BARRETT. I don't know what it was. I never read it. I simply signed it.

Commissioner LENNON. Then, if you read the regular application blank of the organization, did you sign the application blank where you stated where you were born and the date of your birth and how long you had been a telegrapher and by whom you were then employed and where your present place of employment is and your address?

Mr. BARRETT. I believe there was some such thing as that previous to the strike, when I joined, in good faith.

Commissioner LENNON. When I asked the question where you had been besides Mendota, can you remember where you have been employed in the telegraph business in other cities besides Mendota, New York, and Oklahoma, and the other cities you have mentioned?

Mr. BARRETT. No; not at present; I can not remember.

Commissioner LENNON. Where were you located when you were a member of the Order of Railway Telegraphers?

Mr. BARRETT. Clinton, Iowa.

Commissioner LENNON. Clinton, Iowa?

Mr. BARRETT. Yes.

Commissioner LENNON. What year were you a member of that organization?

Mr. BARRETT. 1889.

Commissioner LENNON. How long did that membership continue?

Mr. BARRETT. I don't remember.

Commissioner LENNON. Was it before or after your employment by the Thiel Detective Agency?

Mr. BARRETT. Long years before.

Commissioner LENNON. Before?

Mr. BARRETT. Yes.

Commissioner LENNON. How came you to get out, cease to be a member of the Order of Railway Telegraphers?

Mr. BARRETT. Went in the train service and I dropped it.

Commissioner LENNON. What place, what train service?

Mr. BARRETT. Switchman.

Commissioner LENNON. Did you belong to the Switchmen's Union of North America and to the Brotherhood of Trainmen?

Mr. BARRETT. No, sir; neither one.

Commissioner LENNON. Belonged to neither one of them. Did you ever join the Order of Railway Telegraphers?

Mr. BARRETT. Yes.

Commissioner LENNON. Where?

Mr. BARRETT. St. Louis.

Commissioner LENNON. Did you join the lodge of which Mr. Perham was a member?

Mr. BARRETT. I believe so.

Commissioner LENNON. You were acquainted with him there?

Mr. BARRETT. Not at that time.

Commissioner LENNON. How long were you a member at that time?

Mr. BARRETT. I don't remember.

Commissioner LENNON. How long did you continue to be a member?

Mr. BARRETT. I am still a member, I believe.

Commissioner LENNON. You are still a member—you are now a member of the Order of Railway Telegraphers?

Mr. BARRETT. Yes.

Commissioner LENNON. That is all.

Commissioner O'CONNELL. Do you pay dues in the Order of Railway Telegraphers now?

Mr. BARRETT. I do.

Commissioner O'CONNELL. Where is your card now, what local union?

Mr. BARRETT. Chicago, 91. Never attended a meeting there.

Chairman WALSH. I wish you would please look at this paper which I hand you, which begins in this way [reading]:

"Question. Are you willing to take upon yourself a solemn and binding obligation of secrecy and obedience—one, however, that will not interfere with your religion, the duty you owe your country, your family, or yourself?"

In filling in that blank—I will ask you if this is your signature—that you filled that in in the place that is mentioned, where your name appears?

Mr. BARRETT. Yes; that is my writing.

Chairman WALSH. Sir?

Mr. BARRETT. That is my writing.

Chairman WALSH. Look at that. I am going to ask you a question. You wrote that, did you not? Your writing appears at the top, where you answered the question, "Yes," you were willing to take the obligation, and at the bottom where you signed it?

Mr. BARRETT. No; I didn't read that at that time. Don't know anything about it. Just merely signed it when it was shoved at me.

Chairman WALSH. Now, in carrying out your work as special agent you do not hesitate to tell a falsehood where it will help you in your work?

Mr. BARRETT. I do not. I am square about it.

Chairman WALSH. You are square about it. Don't you talk to the men?

Mr. BARRETT. In that way I never give the men the worst of it.

Chairman WALSH. Don't you profess great friendship for the men, for the union, and for their welfare?

Mr. BARRETT. Did you ever see a detective that did not? What kind of business is he in?

Chairman WALSH. I am just asking. I have not had a great deal of experience with them. Did you take an obligation, I am asking, when you joined the Order of Railway Telegraphers?

Mr. BARRETT. I think, to the best of my recollection, that that was not read at all at that time.

Chairman WALSH. No; but the Order of Railway Telegraphers?

Mr. BARRETT. That's what I mean.

Chairman WALSH. You did not read that one?

Mr. BARRETT. I think I just simply signed the application.

Chairman WALSH. Did you know a gentleman by the name of Mr. Wesley Russell?

Mr. BARRETT. I know of him.

Chairman WALSH. The secretary of this organization?

Mr. BARRETT. Yes.

Chairman WALSH. Did you write him a letter from Downers Grove?

Mr. BARRETT. Yes.

Chairman WALSH. After you came back from Oklahoma?

Mr. BARRETT. I did.

Chairman WALSH. In which you stated [reading]: "Yours dated July 5 reached me last night at 7 p. m., too late to take any action toward seeing the president"——

Mr. BARRETT. Yes.

Chairman WALSH (continuing reading). "However, it does not matter much, as some one has done me all the harm possible. Nothing that the president could do would take off the sting of what has already been done. I am glad that my true friends, who have known me for years, do not believe the story. You seem to have condemned me in advance and started the story without giving me a chance. However, it is just as well. Cross my name off your books and let it go at that."

Did you write that?

Mr. BARRETT. I did.

Chairman WALSH. Did you also write this letter, dated June 14 [reading]:
"WESLEY RUSSELL, Chicago, Ill.:

"I understand there is a story going round Chicago office that I am a spotter for the company and that the boys are to look out for me. This makes me good and sore, and if you have any evidence to that effect or believe so ridiculous a story I want you to cross my name off your books. I herewith send you my card to do as you please with. If you think I am O. K., you may return it; if you think I am what is being told about me (a spotter), destroy it, and forget that I ever was a member of the order. Because I refuse to tell everybody all about my family and private affairs, I presume this story has been circulated. I am willing to tell you personally, but I refuse to acquaint everybody. I just learned of this this morning, and I am so hot about it I could fight. This is a rank injustice to me.

"I have never shown anyone here my card or said a word to anyone that would even lead them to think I was a member, and this story going round without a chance for me to disclaim it is putting me in bad.

"Of course I expect to get fired if the company ever get to hear of it or find out that I have ever held a card.

"Yours, truly,

"E. G. BARRETT."

That is all, Mr. Barrett.

Mr. Reynolds.

TESTIMONY OF MR. EDWARD REYNOLDS.

Chairman WALSH. Please state your name.

Mr. REYNOLDS. Edward Reynolds.

Chairman WALSH. And your address, please?

Mr. REYNOLDS. My home or business?

Chairman WALSH. Home and business.

Mr. REYNOLDS. I live at New Rochelle, State of New York; business address, 253 Broadway, New York City.

Chairman WALSH. What is your position, please?

Mr. REYNOLDS. I am vice president and general manager of the Postal Telegraph & Cable Co.

Chairman WALSH. How long have you occupied that position?

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Mr. REYNOLDS. It will be two years this May.

Chairman WALSH. And prior to that time did you have any official connection with this company?

Mr. REYNOLDS. Yes.

Chairman WALSH. In what capacity, please?

Mr. REYNOLDS. I was—do you want me to begin and go backwards?

Chairman WALSH. I think may be if you would go backwards it would be more enlightening.

Mr. REYNOLDS. Before that I held the title of assistant to vice president and assistant to the president; prior to that I was the vice president and general auditor; for 10 years prior to that I was general auditor; prior to that I was chief clerk to the second vice president; prior to that I was for 2 years chief clerk to the general superintendent of what is known as the eastern division; prior to that I was chief clerk for the district superintendent, having charge of the operation in that district; prior to that I was a telegrapher in the New York City offices.

Chairman WALSH. Will you please give us a brief sketch and history of your company and its relation with the Western Union Telegraph Co.?

Mr. REYNOLDS. The Postal Telegraph Co. has no relations whatever with the Western Union Telegraph Co.

Chairman WALSH. Well, give a brief history of your company since its formation, and whether or not it has consolidated with or absorbed any other telegraph company.

Mr. REYNOLDS. Well, I was not with the company in the early days of its formation. I believe at that time there were a number of separate, independent local companies, having contracts or relations with each other, that were gradually joined together and formed into one system; and since that time the company has been extended gradually until we now have a system extending all over the United States and through Canada by means of a working arrangement with the Canadian Pacific Telegraph Co., and to Europe our connection is through the Commercial Cable Co., and to the Philippine Islands, China, and Japan by means of the Commercial Pacific Cable Co. We reach Cuba by means of our contracts with the Commercial Cable Co. of Cuba, and we reach the island of Haiti by the United States & Haiti Cable Co. We reach Bermuda by means of the Bermuda Cable Co. So our system of companies extends from Europe on the one side to the Philippine Islands, China, and Japan on the other, covering the United States very completely.

Chairman WALSH. Are there any subsidiary companies of any kind?

Mr. REYNOLDS. No, sir.

Chairman WALSH. No companies that furnish messenger service or anything of that sort?

Mr. REYNOLDS. No, sir.

Chairman WALSH. And what is your capitalization—total?

Mr. REYNOLDS. That I could not say. You know the Postal Telegraph Co. is made up of a number of independent companies, you might almost call them system companies. Each one of those companies has separate incorporation.

Chairman WALSH. Operating in the different States?

Mr. REYNOLDS. Operating in the different States and incorporated in different States.

Chairman WALSH. How many of them are there, please?

Mr. REYNOLDS. I think in the neighborhood of 40.

Chairman WALSH. How is the organization formed? Does your company own the stock, or majority of the stock, in those companies? How is the control effected?

Mr. REYNOLDS. Most of these 40 companies—all have community interests—and I should not say just where the stock ownership rests.

Chairman WALSH. How many employees have you?

Mr. REYNOLDS. I could not say positively; but I should estimate that from general experience probably in the neighborhood of 15,000, including messenger boys.

Chairman WALSH. How many of those operators—telegraph operators?

Mr. REYNOLDS. Why, I should say between five and six thousand.

Chairman WALSH. In a general way, what has been the policy of your company toward dealing with its employees? I wish you would just sketch as briefly and comprehensibly as possible what scheme you have for adjusting grievances, for fixing wage scales, and the like.

Mr. REYNOLDS. Well, our company—we have a union of employees. That union pays sick benefits, death benefits, and provision is made by which the members of that association or union of employees can present any grievance they may have through regularly established official channels. I think, perhaps, I should read you that section which makes that point clear.

Chairman WALSH. I wish you would; and then, if you will, please, submit—is that a book of the by-laws and constitution?

Mr. REYNOLDS. Of that employees' association?

Chairman WALSH. Yes. Well, we will be glad if you will submit that to the commission.

Mr. REYNOLDS. I would be glad to submit it. The latter part of it reads:

"The company contemplates that this association may be made the means of remedying local complaints by affording a ready means by which complaints may be properly considered; and also that it may be turned to the purposes of self-help and the advancement of its members socially, educationally, and materially, all of which objects will have the hearty support of the company."

Chairman WALSH. Now, is there any machinery provided for the employees under that constitution by which grievances are presented collectively?

Mr. REYNOLDS. Yes. The members of this association elect their own officers, the officers consisting of a president, vice president, secretary, and an executive committee, everyone of which officers and committee come from the employees.

Chairman WALSH. Do they take up the question of fixing wages with you, also?

Mr. REYNOLDS. No; they never have, because since this association was formed there has never been any dissatisfaction over the question of wages in my company.

Chairman WALSH. What is the situation in your company with reference to satisfaction or dissatisfaction on the part of the men toward the officials?

Mr. REYNOLDS. I can say that there is absolutely no dissatisfaction that I am aware of. The relations of our employees to the company are the most cordial, and it may interest the members of the commission here to know that I have not been at my office in New York for upwards of three months. During that time I have been visiting offices throughout all sections of the country, and I see no signs of unrest or discontent of any form among our people.

Chairman WALSH. Is it part of your general policy to ascertain the labor conditions in various parts of the service?

Mr. REYNOLDS. It is my business to know the conditions in every part of the service if the business is to be successfully conducted; that is necessary.

Chairman WALSH. Has your company any understanding with the Western Union Telegraph Co. as to wages, hours of employment, and so forth.

Mr. REYNOLDS. None whatever.

Chairman WALSH. Does your company have any understanding with the Western Union Co. of any character whatsoever in regard to the employment of operators?

Mr. REYNOLDS. No, sir; none whatever.

Chairman WALSH. Do you exchange references with the Western Union Telegraph Co. as to the qualifications or—

Mr. REYNOLDS. Not that I know of. It may be that local chief operators, on their own initiative, may ask each other questions; but it is not with my approval.

Chairman WALSH. Could any employee discharged from the service of the Western Union Telegraph Co. find work with your company?

Mr. REYNOLDS. Yes.

Chairman WALSH. Is there any question raised about that proposition?

Mr. REYNOLDS. No; if he presents himself and fills out the application blank and satisfies the one to whom he makes application he will be employed no matter where he comes from.

Chairman WALSH. It has been stated that a reason given in a great many instances for the discharge of operators by the Western Union Co. consists of the words written into the service letter, "for cause." And it has been stated here that among other things—that the chief thing that means is that the man has affiliated himself with a labor organization. If the name of the operator appeared on the reference list as discharged with cause would he be given employment by your company?

Mr. REYNOLDS. Yes; if he satisfied the man to whom he applied that he was deserving of employment and we had any work to give him.

Chairman WALSH. And you would not refuse him employment for the sole reason that he belonged to a telegraphers' union?

Mr. REYNOLDS. No; but if he came to us and said he was a member of the Commercial Telegraphers' Union of America, I think that would be considered carefully before we employed him.

Chairman WALSH. Well, would that be a cause, generally speaking, for refusing to employ a man?

Mr. REYNOLDS. Right there I would like to explain that prior to 1907, when this Commercial Telegraphers' Union was being formed, the Postal Telegraph Co. made no objection. It did not favor it or show any disfavor for it. The members were permitted to wear their buttons openly, and about a year prior to 1907 a situation developed where the union operators undertook to coerce and intimidate their associates.

Chairman WALSH. That was in 1907?

Mr. REYNOLDS. Prior to 1907. They began their tactics of intimidation against the other operators to force them to join the union. They even went so far as to purposely make errors in the transmission of messages when working with nonunion operators, in order to bring reproach on those operators; and those errors resulted in damage claims being made against the company and also injured the business of the public.

Around August, 1907, because of the fact that we did not oppose our men joining the union, 90 to 100 per cent of our operators were enrolled as members of the union.

On August 12, 1907, our men walked out, without presenting any grievance and without making any demands upon us. They did it because they said they had been ordered by a union to strike, and they struck. They afterwards did everything in their power not only to injure the business of the public but to injure the company, and I do not mind saying flatly that that sort of a union I am opposed to. It injures the business of the country; it is detrimental to the interests of the men themselves. The business of telegraphing in these days of keen competition can not be maintained under that sort of procedure, and for that reason we are opposed to the Commercial Telegraphers' Union, because that union to-day is practically the same union it was in 1907; as far as I can see it has not changed its policy or its tactics. That is our position, so far as that is concerned.

Chairman WALSH. Has your company any agreement with the employees governing wages, hours, and working conditions?

Mr. REYNOLDS. No, sir.

Chairman WALSH. I wish you would state the methods in use by the company in hiring operators; to whom do they apply and what references are necessary?

Mr. REYNOLDS. If they seek employment in one of the large relay offices, where the chief operator is designated as the one to employ, they apply to him, and there is an application for them to fill out, which is mostly for the purpose of record. If they seek employment in an outside town, the application is usually made to the manager of the office if it is more than a one-man office, and if it is a one-man office they apply to the superintendent having jurisdiction over that territory in which the office is situated.

Chairman WALSH. Are their references sent to the different headquarters for approval?

Mr. REYNOLDS. No, sir.

Chairman WALSH. Does your company use a cipher code for transmitting references?

Mr. REYNOLDS. No; they are not transmitted.

Chairman WALSH. Please state what means you use to safeguard the company from the employment of those whom you object to as being members of the Commercial Telegraphers' Union.

Mr. REYNOLDS. Why, I don't think we have any means of ascertaining that; when an operator leaves our service in good standing he is given a card; I do not know whether I have got one or not. He is given a card which shows he left the service on good standing with the company, with the chief operator where he left, so he may use it. Did I answer your question fully?

Chairman WALSH. Yes; I think you did. Was there something you wished to add in connection with that?

Mr. REYNOLDS. I was going to say that perhaps right here would be a good place to read a letter taken from our files and sent to me for possible use here. It gives you an idea of the manner in which we deal with our opera-

tors. Here is a letter written June 4, 1914, to an operator in the New York office who had resigned. [Reading:]

NEW YORK, June 4, 1914.

Mr. C. PRETTYMAN,
Operator.

Your resignation accepted, effective June 19 or at any time better suited to you. I am sorry to see you leave this office, and hope that in Philadelphia with your mother you will both be happy. Your services have been strictly A1 in every respect; which means you are always welcome to a sign.

Following is your work record:

For year 1913:

Errors direct or by implication	21
Total number of messages handled	111,388
Number messages to each error	5,301
Number of hours worked	2,838
Average number messages per hour	39

For first quarter, 1914:

Errors direct or by implication	6
Total number of messages handled	26,613
Number messages to each error	4,435
Number of hours worked	591
Average number messages per hour	45

J. J. WHALEN, Manager.

I might say in explanation of the use of the word "sign" in that letter that it means that when an operator is employed he is given a sign, his sign; that is, he is welcome to a sign or welcome to be given employment. Following that is his record showing errors either direct or by implication, the number of messages handled, the number of messages handled each hour, and for each hour the year before, and for the quarter just ended. This is given to the man as a certificate not only of character but also of efficiency. It establishes his worth, and wherever he presents that letter the chief operator will give that man his class rate. That is our manner of dealing with a man who leaves us in good standing to go from one office to another.

Chairman WALSH. Does your company require applicants for work to sign any sort of pledge that they will not join any organization during the term of their service?

Mr. REYNOLDS. I believe that is one of the questions asked.

Chairman WALSH. Have you a copy of the application with you, Mr. Reynolds?

Mr. REYNOLDS. Yes; I have. I would like to say for your information that I never saw it myself until to-day.

(Witness submitted in printed form, "Form 155. Postal Telegraph. Application for Employment as Operator.")

Chairman WALSH. Is that the application in use at the present time?

Mr. REYNOLDS. That is in use in only the large operating rooms, known as relay offices.

Chairman WALSH. I see it is asked here: "Are you a member of any telegraphers' union, and if so, do you agree, in case you are given employment by the Postal Telegraph Co., to resign your union membership, also to refrain from joining any union during the continuance of such employment, and also to render full and faithful service, and at all times refrain from all agitation and interference with the company's business, and to work carefully and well with every operator?" That is required to be signed before employment is given, is it?

Mr. REYNOLDS. Yes; that is consistent with our position, as I have explained it.

Chairman WALSH. Have you caused, from time to time, the discharge of men suspected of being members of the union?

Mr. REYNOLDS. I never have.

Chairman WALSH. Are applicants for employment with your company—do they have a charge made for medical examination?

Mr. REYNOLDS. We do not require medical examination.

Chairman WALSH. Is there a medical examination made in any way by your company?

Mr. REYNOLDS. No, sir.

Chairman WALSH. Have you an efficiency system in operation in your office, a bonus system, or anything of that sort?

Mr. REYNOLDS. We employ a bonus system.

Chairman WALSH. Please describe that bonus system.

Mr. REYNOLDS. On circuits that have been designated as bonus circuits, after careful consideration, and by experienced men who can determine what is a reasonable quantity or number of messages for that circuit, for a fair day's work, that is laid down as a standard. It varies according to the character of the circuit. An operator working at \$95 a month has the privilege, when he has handled that fixed number of messages in any day, to quit work if he wishes at that time and draw the full day's pay for that day; if he chooses to continue to work the day out, he is paid 1 cent additional for every message he handles over and above the fixed standard. There is no limit as to what he may earn under that arrangement.

Chairman WALSH. What is the standard?

Mr. REYNOLDS. It varies according to the circuit, the length and the working efficiency of the circuit; they are not all the same. We have some men under that plan that make as high as \$150 or \$160 a month, and they do it within the regular hours.

Chairman WALSH. Has the work of your employees increased or decreased under the bonus system?

Mr. REYNOLDS. That would require a little explanation. When the bonus system was first introduced it was assumed that the operators would take the messages in the order in which they came; but human nature entered into it, and the operators on the bonus wires began to look for the short messages, and so in practice it has got to the point where nearly all the short messages go over the bonus wires, and naturally the number of messages increased, so it is very difficult to state whether the entire increase in the number of messages handled is due to greater efficiency of the bonus men or not.

Chairman WALSH. What is the record of a Morse operator in the way of a daily average performance?

Mr. REYNOLDS. That is according to the room in which he is employed and the wire on which he works and the conditions that govern the control over those wires; they are not the same at all.

Chairman WALSH. Could you describe the different conditions and give a general sketch of it that would throw any light on that?

Mr. REYNOLDS. Yes; an operator, we will say, working in our Philadelphia office, that has to work with railroad stations—the operators in railroad stations are not subject to the control of the telegraph management, and they do not answer the calls of the operator promptly. Therefore the operators working railroad wires in Philadelphia can not handle more than one-third the number of messages handled by men on commercial wires that receive prompt attention from the other end; and thus in a fair day's work for a man working in a railroad division, as in this case, it can only be fixed by the chief operator of the office. He is the only one that can fix that, because he is the only one that knows just what the conditions are; so it is impossible for anyone to legislate or set down a standard of how many messages a man could handle that gets \$80 a month, for on those circuits a man may handle only a few messages, but owing to the class of the circuit he has to be a man of tact and judgment. Therefore he may be capable of better work, but he can not control conditions at the opposite end. On a circuit of that kind—perhaps you do not understand—there may be 30 offices. Those men on the outside are contending for service. Each one wants to get his business off first, and the men working railroad wires have to use tact and judgment in handling those men at the other end, and we have to pay for that. That is a condition the man on the ground has to understand to fix the rate of pay or determine the standard of work.

Chairman WALSH. Is the earning power of telegraphers greater or less to-day than it was 1907.

Mr. REYNOLDS. It is greater.

Chairman WALSH. I wish you would give your wage scale by illustrating typical operators, if you can, or class.

Mr. REYNOLDS. That is hard to explain, Mr. Walsh; the scale of wages in the large operating rooms would vary from \$45 to \$95.

Chairman WALSH. How many men do you have in your employ as operators?

Mr. REYNOLDS. A large number, but I could not say just how many.

Chairman WALSH. Could you give the proportion between the sexes?

Mr. REYNOLDS. It would be a rough guess and would not be worth anything.

Chairman WALSH. Commissioner O'Connell will ask some questions.

Commissioner O'CONNELL. I want to make some inquiry in regard to this Postal Telegraph Employees' Association of which you presented the constitution. I take it from a reading of it, and I have but hurriedly glanced over it, that this constitution was prepared by the general manager of the Postal Telegraph Co.?

Mr. REYNOLDS. Yes; and adopted by the members at the time that was formed, by the employees.

Commissioner O'CONNELL. I notice there are no dues of any kind or any cost to the members of this association.

Mr. REYNOLDS. No dues are charged, but each member is paid sick and death benefits according to a fixed scale.

Commissioner O'CONNELL. I notice also in the by-laws here on page 10, referring to a member in joining this organization [reading]:

"And I agree that the acceptance of benefits from the said Postal Telegraph Employees' Association for injury or death shall operate as a release of all claims for damages against said Postal Telegraph Co. arising from such injury or death, which could be made by or through me, and that I or my legal representatives will execute such further instrument as may be necessary formally to evidence such acquittance."

In other words, an individual joining this association signs a release of the Postal Telegraph Co. from any claims he may have for accident.

Mr. REYNOLDS. If he accepts benefits from it.

Commissioner O'CONNELL. And that provision also appears in the by-laws—in the application—in the form of application which he signs that very provision is included, in the very same words?

Mr. REYNOLDS. Yes, sir; that is, he could not draw benefits both ways. We have men who have been drawing \$70 a month for the last five years.

Commissioner O'CONNELL. Suppose one of your employees meets with an accident which is the cause—which is caused by negligence on the part of the Postal Telegraph Co.; under this doesn't that prohibit him from suing your company for, say, \$5,000.

Mr. REYNOLDS. That is not our intention. They do sue us and do collect damages, and the workmen's compensation laws are in effect in most every State.

Commissioner O'CONNELL. That is in conflict, for instance, with the compensation laws of the State of New York?

Mr. REYNOLDS. Those by-laws were made before the compensation law of New York became effective, and to-day a man who takes benefits under that law does not take them from us.

Commissioner O'CONNELL. In the matter of paying death benefits this provision is made [reading]:

"In the event of the death of a member the company will pay toward his funeral expenses amounts shown in the following table, provided such member shall at the time of his death be carrying life insurance of not less than \$500.

According to this the member must have life insurance with a regular insurance company to the extent of at least \$500, or he would not enjoy any of the benefits in this association?

Mr. REYNOLDS. That is right, and the object of that is a man should have enough interest in his own family to protect them at the time of his death, and that is put in there as an incentive to induce him to take insurance. Our theory is that we should teach our men to be self-helpful and not rely on bonuses or philanthropic schemes to take care of them.

Commissioner O'CONNELL. Suppose the operator is a single man or woman without a family.

Mr. REYNOLDS. If that is the case and he leaves no survivor and no one is interested in his funeral, the company would see that he was buried, but it would not pay the full amount of the funeral expenses if he carried no insurance.

Commissioner O'CONNELL. In the application for insurance in this Postal Telegraph Employees' Association the applicant says [reading]:

"I am not a member of any union, and I hereby agree not to join any union nor any other organization hostile to the interests of said company while in its employ."

Mr. REYNOLDS. Yes; hostile to its interests.

Commissioner O'CONNELL. It says, "I am not a member of any union, and I hereby agree not to join any union nor any other organization hostile to the interests of said company," intimating that the union is hostile.

Mr. REYNOLDS. That is our experience.

Commissioner O'CONNELL. Doesn't that language, "nor any other organization hostile to the interests of said company," intimate that the union per se is hostile?

Mr. REYNOLDS. I do not know anything about any union except the two we have had dealings with, which are the Commercial Telegraphers' Union and the Brotherhood of Electrical Workers in Chicago and Cleveland.

Commissioner O'CONNELL. I notice also that these sick and death benefits may be changed each year by the general manager.

Mr. REYNOLDS. They may be, but not have been.

Commissioner O'CONNELL. I notice also that the by-laws and rules and regulations in this association can be changed by the membership, but with the approval of the general manager; if he says no, they can not be.

Mr. REYNOLDS. Yes.

Commissioner O'CONNELL. So that the members of the association can not do anything unless the general manager gives his permission; in other words, it is an association operated by the general manager of the Postal Telegraph Co., is it not?

Mr. REYNOLDS. No; the members have to confer with the general manager and come to an understanding; if they did not, of course this industrial unrest you are so concerned about would crop out.

Commissioner O'CONNELL. The by-laws provide [reading]:

"These by-laws or the constitution may be amended by a majority vote of the directors and the approval of the general manager, provided that proposed amendments shall have been presented to the secretary in writing, approved by 10 members, and shall have been submitted by circular to the directors at least 10 days prior to vote thereon."

Now, can the general manager of the Postal Telegraph Co. veto any desire to change on the part of a majority of the members of this association these by-laws or to add to them or take from them in any way?

Mr. REYNOLDS. He might; but the conditions under which this organization is formed preclude that possibility.

Commissioner O'CONNELL. The conditions under which it is formed?

Mr. REYNOLDS. Yes.

Commissioner O'Connell. What are they?

Mr. REYNOLDS. The conditions to avoid the possibility of finding ourselves in a position again where our business and the business of the public and the welfare of the telegraphers would be jeopardized by the members striking without making any demands or having any grievances. This union of telegraphers was formed without dues and for the payment of sick and death benefits under that organization, and I think it is fair to everybody if the employees live up to the by-laws of that association; and if they present amendments that are reasonable they will have no trouble in getting the approval of the general manager.

Commissioner O'CONNELL. It is supposed to be an association of the employees and not of the company, and supposing they want to change them, they would not have a right, for instance, to increase the sick benefits?

Mr. REYNOLDS. No.

Commissioner O'CONNELL. Or increase or decrease the death benefits?

Mr. REYNOLDS. No.

Commissioner O'CONNELL. And they would not have a right, under these by-laws, to make any change in these by-laws covering their own association unless they got the permission of the general manager of the Postal Telegraph Co.?

Mr. REYNOLDS. Certainly we could not give them a right to increase the benefits without restriction.

Commissioner O'CONNELL. Did the employees who were members of this association in 1907 in the Chicago office make application for consideration of their grievances?

Mr. REYNOLDS. This association was formed after our experience in 1907 with this telegraphers' union; it was not in existence until after that.

Commissioner O'CONNELL. Do you employ in your company special agents?

Mr. REYNOLDS. No, sir; not one.

Commissioner O'CONNELL. Did you hear the testimony of the gentleman, Mr. Barrett, who testified here this afternoon—the special agent of the Western Union Telegraph Co.?

Mr. REYNOLDS. I did.

Commissioner O'CONNELL. You do not have anything like that in your employ?

Mr. REYNOLDS. Not one.

Commissioner O'CONNELL. No method of checking up whether men are union or nonunion?

Mr. REYNOLDS. None whatever. I do not know off hand of one employee who is a member of the union; if there are any, I have no suspicion of where they are. I doubt whether there are many.

Commissioner O'CONNELL. If the employees, the telegraphers, desire to bring about a change in their wages, what procedure would they have to go through to do it?

Mr. REYNOLDS. They do not have to go through any procedure. The methods under which we undertake to control that are laid down as in this man's case—the merit of the individual. We tabulate his work carefully, and every promotion is made right from the record.

Commissioner O'CONNELL. Purely an individual application for a change?

Mr. REYNOLDS. Yes, sir; and it is not always done by application; it is done voluntarily. We put men up on their merit, on the merits of their work. That is the way we expect to keep our staff satisfied, and that is the method that is keeping them satisfied, and they are satisfied at the present time.

Commissioner O'CONNELL. What are the hours of labor of telegraphers?

Mr. REYNOLDS. The day trick is 9 hours, the night trick is 8½ hours, and the all-night trick, I think, is 7½ hours.

Commissioner O'CONNELL. How would the men proceed, or the employees proceed, men and women, to bring about a change in the hours of labor?

Mr. REYNOLDS. They would apply to their chief operator.

Commissioner O'CONNELL. Do you suppose it possible, if an individual employee applied, to bring about a reduction in the hours of labor upon his individual application?

Mr. REYNOLDS. If there is any justice in his application, yes.

Commissioner O'CONNELL. You think it would be possible for one employee, by application, to bring about a reduction in the hours of labor for, say, 6,000 employees?

Mr. REYNOLDS. Speaking for my company, I would say yes.

Commissioner O'CONNELL. Then there would be no necessity for cooperation among the men?

Mr. REYNOLDS. No, sir; none.

Commissioner O'CONNELL. You think that one individual could make an application, and if he could show that he was overworked that would justify the company in reducing the hours of labor of the other 5,999 employees?

Mr. REYNOLDS. Anything that is just and right for the company toward its employees would be done, if applied for by any individual and he could show that it was right for the company to do it and the company could afford to do it.

To explain our attitude toward these two labor unions with which we have had to deal—and I can not speak of any other—right here in the city of Chicago we were asked to discharge men who had been in the service of our company from 20 to 25 years, and who had served us faithfully and well, and who were men with families and absolutely nothing against them, except that they preferred to work out their own destinies commercially as individuals. The union demanded that we discharge them. We refused to do it, and we still maintain that attitude; we will not discharge those men, no matter what the consequences may be to us. As a result, we have had a strike right here in this city the last three years or more. The union agents destroyed our property, assaulted our men, and carried their criminal acts to such an extent that the Federal court had to recognize it, and handed down a temporary injunction, and after looking into it carefully handed down a permanent injunction.

Only recently the same union of men struck in Cleveland. These are details our general superintendent will be better able to give you than I. Although we were paying the highest rate of pay for that work, our men struck, and they pursued the same tactics of destroying our property, assaulting our people.

One man was caught on one of our poles driving a spike through our cable, and in resisting arrest he was shot and is recovering now from that gunshot wound in Cleveland. That man was carrying a union card when arrested and is known among the Chicago police as a desperate criminal.

Now, on that account, we are opposed to those two unions; one that struck without any demand or statement of grievances, and the other insisting on the closed shop and the discharge of men who are not with them, no matter how worthy those men were. We refused to accede to it.

I do not know whether I am taking up your time.

Chairman WALSH. No; that is all very interesting.

Mr. REYNOLDS. The statements were made here yesterday and to-day that wages of the telegraphers were not high—that operators were underpaid, and that great economic injustice had been done. I do not agree with those statements at all. It is not true. The men are not suffering under any economic injustice at all, and any man making those statements does so without proper consideration of the conditions. Our theory is that the best is the cheapest. I believe in the best standard of wages, but it must be based upon the work performed and upon merit, and be supported by the records.

I might add that I believe that I can call nearly every prominent employee in our service from the Atlantic to the Pacific by name. I have seen them, know what they look like, and mix with them freely, and I travel mostly alone. I have been through every State now since the 1st of January from the Atlantic coast as far as Oklahoma City on the west and Minneapolis on the north and Galveston on the south. And I know their conditions, and wherever I have heard a complaint I have listened to it and undertaken to adjust it if possible.

(At this point witness submitted in printed form the pamphlet heretofore referred to by him, entitled "The Postal Telegraph Employees' Association Constitution and By-Laws." New York, January, 1912.)

Commissioner AISHTON. This strike that took place in August, 1907, did you discover who ordered that or what authority the strike was ordered upon?

Mr. REYNOLDS. We have never been able to find anyone who was willing to accept responsibility for it; but almost 100 per cent of our men went out, and I had to go back myself and work a wire during that time.

Commissioner AISHTON. There was a great interruption of public business?

Mr. REYNOLDS. Prostrated and almost ruined us.

Commissioner AISHTON. That is all. Thank you, Mr. Chairman.

Chairman WALSH. That is all. Thank you, Mr. Reynolds, unless you have some statement you desire to make.

Mr. REYNOLDS. Well, this commission is interested, as I understand it, in promoting industrial peace. I am ready to answer any questions. I don't want to speak for myself, but I think in these days, when corporations such as ours are being criticized for unfair methods, I ought to tell you the story of the work I have done myself personally in connection with the telegraphers. I have worked with telegraphers, I have been one myself, and I am thoroughly informed of the conditions under which he has had to labor in the past, as well as at the present time.

The telegrapher in the minds of many people was looked upon as a roving, irresponsible man—irresponsible in financial matters. Nobody has ever taken the trouble to undertake to find out why he roamed about the country. The primary reason was this: A young man learning telegraphy in any city or town could never get the recognition, the financial recognition, that his ability should have commanded in his own home place, because the management never realized that he had grown up any more than a father ever realizes that his boy has grown up. If he wanted to get his salary rating raised, he had to go elsewhere to get it. That started him leaving home. That has made him acquire bad habits possibly, and once he gets a taste of roaming and finds out how easy it is to get employment in another town he keeps on going to see the country, as a youth is likely to do, and that led him to living beyond his means, and the first thing he knew he was so involved in debts to salary-loan concerns that he was no longer able to take up permanent residence in any near city, because of the persecution of the loan sharks.

Now, six years ago, long before I had any idea I would be connected with the practical operations of my company, I worked out the problem in New York of local associations and have dealt with the loan-shark problem successfully. It has been before the public for many years, and nobody has been able to disprove it. We never have a garnishment against the employee's wages in these days. I have an article here that I would be glad to leave, published in the

Saturday Evening Post of April 25, 1914, giving a full history of what I did in cases of this kind and what I did in connection with the suppression of the loan shark in conjunction with the remedial loan department of the Russell Sage Foundation.

(The article referred to, entitled "The wage earner as an investor—how employees' organizations are teaching thrift by teamwork," by Isaac F. Marcossan, was at this point submitted by Mr. Reynolds.)

I did very much toward putting Tolman, the greatest money lender of them all, in jail. And in doing that I maintain I have made it possible for the telegrapher to take up residence with his family in any city of the United States that he chooses. I have heightened his own self-respect, and I think I have established his reputation for financial honesty among his associates and among everybody who is interested in the telegrapher.

I have established those associations in all the large cities; and on February 1 of this year we distributed in the city of New York amongst the telegraphers and a few clerks \$60,000 that our association had enabled those people to save in small amounts. Very few of them had ever saved a dollar before. Now, the point I make is that a general manager of a corporation who is interested in that sort of work for his people is not the man who is going to remain quiet under any condition that is oppressing his people. The competition in the telegraph business to-day is keener than it has ever been in the history of telegraphy. Since the combination of the Bell and the Western Union five years ago our only hope of survival is in maintaining the fastest and most accurate telegraph service possible, because it is only on the basis of service that we can hold our business. And if we overwork our employees errors follow. We can not render a high, efficient service with a dissatisfied set of employees working under insanitary conditions or amid unpleasant or uncongenial surroundings. So it follows that it is good business to pay them well and treat them well, and do everything we can for their best welfare. That is what we are doing, and we are stepping up the service; and as fast as business conditions will permit and the telegraphic revenue will allow it, we will step up the service and pay of those who are deserving of the pay.

We have increased the efficiency of the operating rooms, not by making all the operators work harder, but by making those operators who have been side-stepping honest toil do their work. Our study is such as to permit us to do that. It has been shown that a man entitled to a first-class operator's certificate handled on an average 39 telegrams per hour, and had a capacity as stated of 60 per hour. So it is a mathematical conclusion that inasmuch as he can handle a message a minute, if he had 39 messages to handle he had 21 minutes out of the hour in which he was not working, on an average. That disproves any kind of claim that they are being overworked. Besides, to overwork them would be to defeat the very object we are seeking, which is first-class service without errors. Now, that is the policy that we are conducting our business on.

And your commission can rest assured that we are not indulging in any spy methods. We do not have to. The standard of work is laid down, and any man that doesn't turn out the required quality of work doesn't have to be spied upon. He is found out anyway. A union man nearly always doesn't do it. That is the reason we don't have many of them. I don't care whether you pay \$60 or \$150, if we get the highest standard of service. If a man is secretly a member of this Commercial Telegraphers' Union, and he is turning out a high grade of work, we have no occasion to find him out. I only need add that all my experience with union men has shown me that a member of the Commercial Telegraphers' Union will not turn out high-grade work, and when he begins to turn out an inferior grade of work then he comes in conflict with the authorities, and he will be fired, not because he is a union man but because he doesn't do the work.

Commissioner LENNON. How are the rates for telegraph service fixed?

Mr. REYNOLDS. Usually by zones; that is, the country is laid out in imaginary squares. The length of the haul from one square to another is the basis from which they start.

Commissioner LENNON. I understood you to say that there was no agreement between your company and the Western Union. How is it that the ordinary citizen in sending dispatches finds that there is no difference in the rates between the points?

Mr. REYNOLDS. But you find differences in the rates between what the rates are to-day and the rates of the past, and when a competing company cuts the

rate the opposing company immediately meets that cut. Now, the competing company has to stop somewhere. It will not cut the rate below a margin where it can make a profit, and it has to stop; and if the other company comes down to meet it, it brings them together on the tariff basis.

Commissioner LENNON. Now, as to tariff basis—now, I am not speaking for a large business house—I know nothing about their business; but have not the rates for the ordinary citizen who gets a dozen or two dozen messages a month, have not the rates been the same of both companies for at least 10 or 12 years?

Mr. REYNOLDS. Yes; except the other company now has a lower rate than ours in the form of a day lettergram.

Commissioner LENNON. I understand that; yes. You made one statement * that perhaps I did not understand. You said under the establishment of the bonus system that men receiving comparatively high wages sneaked out all the short messages—

Mr. REYNOLDS (interrupting). No; they do not sneak them out; the practice generally is passing the short messages to them.

Commissioner LENNON. Well, would not a thing of that kind be a cause of unrest among the operators in the office, if a certain class of men were given the short messages and had to do less work?

Mr. REYNOLDS. Not where they are all bonus men. The men on the bonus system, they don't care.

Commissioner LENNON. Well, suppose only a few of them, wouldn't it be a cause of unrest if they, through the bonus and getting short messages, were able to make the large wages the others could not?

Mr. REYNOLDS. No; because if they were capable of doing more bonus work they could have the opportunity given to them. They would both be in the same conditions, to work together.

Commissioner LENNON. They would all get the shortest messages?

Mr. REYNOLDS. Yes; well—

Commissioner LENNON. It would be the contrary case though—

Mr. REYNOLDS (interrupting). Where a man works on the flat basis, the man is not capable of doing that speed work.

Commissioner LENNON. Well, that is giving them not only a bonus, but the advantage as to the work they have to handle?

Mr. REYNOLDS. Yes; they have that advantage, but we are willing they should have it. It is an advantage in pay to them without injury to us.

Commissioner LENNON. Of course, I have not been familiar with the operation of a telegraph office, but it strikes me from the offices with which I am familiar that is not fair to the workmen?

Mr. REYNOLDS. Well, they all desire it. I guess that is—

Commissioner LENNON (interrupting). What percentage of the employees of the Postal Telegraph Co. are members of this employees' association?

Mr. REYNOLDS. Well, I could not answer that definitely.

Commissioner O'CONNELL. The book itself says that—1912, I think, the report was—3,600 and something?

Mr. REYNOLDS. Yes; well?

Commissioner LENNON. Now, in the introduction of new employees, is there any compulsion on the employees that they should join that association—not the old people?

Mr. REYNOLDS. No; that is optional; entirely optional.

Commissioner LENNON. Could this association, if it desired, select a committee through its organization to come to the operating offices of the Postal Telegraph Co. and present a scale of wages and have it dealt with?

Mr. REYNOLDS. They could; yes.

Commissioner LENNON. They could?

Mr. REYNOLDS. Yes, sir; anyone can.

Commissioner LENNON. They would come, then, as the representatives of this association and not as individuals, I mean?

Mr. REYNOLDS. Yes.

Commissioner LENNON. That is all, Mr. Chairman.

Chairman WALSH. Mr. Garretson has some questions.

Commissioner GARRETSON. You state that the employees' association is purely optional. Does that apply to only the old employees or to those seeking employment?

Mr. REYNOLDS. It applies to all employees.

Commissioner GARRETSON. If a new man comes to the company seeking for employment and refuses to affiliate with the employees' association—that has no bearing whatever on his future standing or status with the company?

Mr. REYNOLDS. None whatever; it don't prejudice his case.

Commissioner GARRETSON. Hasn't that feature that this would stand as a bar of recovery been found so pernicious that both a very considerable number of the States and the Federal Government have passed enactments making such provisions unlawful?

Mr. REYNOLDS. I have not heard of a single complaint against that provision in our—

Commissioner GARRETSON. Do you operate in the State of Iowa?

Mr. REYNOLDS. Yes, sir.

Commissioner GARRETSON. You operate on the Chicago Great Western road?

Mr. REYNOLDS. Yes; our line goes along that road, but we—

Commissioner GARRETSON (interrupting). Well, are you familiar with the Temple amendment in the State of Iowa?

Mr. REYNOLDS. I must confess I am not.

Commissioner GARRETSON. Are you familiar with that provision in the Federal law that provides that a contract of that character shall not, after the passage of the act of which it is incorporated, stand as a bar of recovery?

Mr. REYNOLDS. I have not looked it up.

Commissioner GARRETSON. You have not looked it up, the Federal liability act or the proposed compensation law?

Mr. REYNOLDS. These by-laws of ours do not supersede the laws of a State.

Commissioner GARRETSON. You stated that you were in utter disagreement with the idea that the employees were in any degree suffering from economic injustice?

Mr. REYNOLDS. I was speaking—

Commissioner GARRETSON (interrupting). Did you hear the testimony of the president and of the vice president of the Western Union Telegraph Co. here yesterday and to-day?

Mr. REYNOLDS. I heard the statement this morning and was surprised at it, and all I have to say is those things do not apply to my company.

Commissioner GARRETSON. You do not believe the telegraphers as a class are underpaid, as those gentlemen testified?

Mr. REYNOLDS. I do not, because I think they are getting as high a rate of pay as those men could obtain in following any other vocation, all things considered.

Commissioner GARRETSON. If I didn't misunderstand you, the statement was that there was no dissatisfaction among the employees of the Postal Co. Now, Congress confided one power or duty to this commission, to determine what were the causes for industrial unrest—the underlying causes. Your position is that there is no industrial unrest among the employees of the Postal Telegraph Co.?

Mr. REYNOLDS. That is my point. And I will tell you why I think so—why I think—if there ever was—I heard this morning a statement made that there was discrimination and favoritism shown. My explanation of that is that it is not intentional at any time. The great trouble with the telegraph business is that it has never been subjected to a careful, systematic study. There was no standard or no proper method of determining the value of the individual worker's services, and consequently chief operators, and others of not very good judgment, in their efforts to classify the men have classified them upon their general impression and not upon any basis that was reliable. The result was that all the discrepancies and inequalities crept into the operating department; that looked to the men getting the lower rating as though discrimination and favoritism was shown. The fact was the men making the classifications did not know where they were starting from and had no basis to work upon, and they were naturally influenced by the very things that they ought not to have been and graded a man on his appearance rather than on merit. The quiet, diffident fellow, who perhaps was a very much better workman, was often underrated. Now, that is what I am traveling about the country to correct; and what I have been doing the past 20 years, directly and indirectly, and the last 2 years directly, is to set up some methods by which we will be able to ascertain the value of the individual's work; and then we will be able to iron out all those difficulties.

Commissioner GARRETSON. Then you believe you have discovered the remedy for industrial unrest?

Mr. REYNOLDS. In our business.

Commissioner GARRETSON. Well, do you believe that remedy applied elsewhere would produce the same results?

Mr. REYNOLDS. That remedy, in the hands of a man of the right temperament, who has enough human sympathy and has been through the mill and understands the conditions under which a particular class of men work and how their minds operate, I believe it will work; but right here, at this hearing, every man who has advocated a union for commercial telegraphers has been a railroad man or a stock-broking man and does not know the commercial telegraph business or any of the conditions under which it must be conducted. That man can not put himself in the position, I maintain, of these commercial telegraphers and understand them or lay down any plan that is going to work out with economic fairness to them. But I believe that a man who understands the commercial telegrapher's work and a man who is disposed to do what is right and fair can cure any unrest; and I expect on that theory I am going to beat them to it.

Commissioner GARRETSON. I think if my memory serves me, you are the second witness who, in the life of this commission, has testified that his employees were without industrial unrest—that none existed in the ranks. Now, the methods that were used I don't think have been the same. If your methods are right, the other man's, I think, must be wrong—Mr. J. F. Welborn, the president of the Colorado Fuel & Iron Co. He said there was no industrial unrest in that part of Colorado where the Colorado Fuel & Iron Co. operated. He has the peace of the cemetery there. You certainly have not that.

Mr. REYNOLDS. No; but I have the peace that comes with a clear conscience and the knowledge that I have a good feeling among my people, and I defy you or anybody else to go among them and find any other state of affairs.

Commissioner GARRETSON. I am not looking; I am not goging; I am waiting here for people to come to me with it.

Mr. REYNOLDS. Well, they won't come.

Commissioner GARRETSON. A number of them have.

Mr. REYNOLDS. They have not shown themselves yet.

Commissioner GARRETSON. The only question is this: Is it possible that with a body of men such as you employ that industrial peace absolutely exists?

Mr. REYNOLDS. Peace, yes; it does exist. I don't suppose anybody is wholly satisfied with his compensation. I am not satisfied myself.

Commissioner GARRETSON. Then, the industrial unrest does not arise from dissatisfaction with wage?

Mr. REYNOLDS. Not all, I do not think.

Commissioner GARRETSON. I have wasted 30 years.

Mr. REYNOLDS. Well, what I mean by that, I think it is possible with fair wages and decent treatment to make people happy and contented with their work. A man who is happy in his work and yet feels that he should have higher wages is not going to be unrestful. He is simply ambitious to do better, and he does better if we give him the opportunity to do better by promoting him.

Commissioner GARRETSON. The element of unrest in bread is the yeast, is it not?

Mr. REYNOLDS. You are getting too deep for me.

Commissioner GARRETSON. You were never a baker?

Mr. REYNOLDS. Never was a baker.

Commissioner GARRETSON. Did your company ever meet with the commercial operators before 1907?

Mr. REYNOLDS. No; it had no agreement, but they paid no attention to them; it ignored them and did not discriminate against them in any way.

Commissioner GARRETSON. Did your company hold any conference with Dr. Neill at the time the Western Union did?

Mr. REYNOLDS. I believe they did. I was not an operating officer at the time.

Commissioner GARRETSON. You have no positive knowledge as to whether they did or did not?

Mr. REYNOLDS. No; except by hearsay and by reports I have read.

Commissioner GARRETSON. Do you know what officers held conferences—of your company—if held?

Mr. REYNOLDS. My predecessor.

Commissioner GARRETSON. The general manager?

Mr. REYNOLDS. Yes.

Commissioner GARRETSON. There was no understanding arrived at between your company and Dr. Neill as there was between Dr. Neill and the Western Union?

Mr. REYNOLDS. That I could not say. All we know is the men made no demand upon us; they expressed no grievance. They walked out because the union ordered them out; 100 per cent, not 50.

Commissioner GARRETSON. Is it or is it not a fact the Commercial Telegraphers presented grievances to your company here in Chicago in 1907?

Mr. REYNOLDS. They presented no grievance or demand whatever; merely walked out.

Commissioner GARRETSON. Neither here nor elsewhere?

Mr. REYNOLDS. No, sir. They simply walked out and left us stranded without any men, ruined our business, or tried to, and it was only men like myself who could go back to the key that prevented them from ruining it.

Commissioner GARRETSON. Under the existence of your employees' association has a committee of that association ever waited on officers of the company in matters of grievance of either conditions of service or rates of pay?

Mr. REYNOLDS. I recall one instance where the application came through it for an increase in the holidays.

Commissioner GARRETSON. You give a free holiday?

Mr. REYNOLDS. A change in the hours of a holiday; one of the minor days that is not generally observed, that is about all.

Commissioner GARRETSON. Do you give holidays under pay to your employees?

Mr. REYNOLDS. Yes.

Commissioner GARRETSON. Do you know how these committees were selected, that committee that waited on you?

Mr. REYNOLDS. Well, they came to me—they have a district director in each district; there is a director of this association, and the correspondence to him and by him forwarded to me.

Commissioner GARRETSON. He acted as the mouthpiece for the individual men.

Mr. REYNOLDS. Yes; the people in his district.

Commissioner GARRETSON. It was not, then, an ordinary committee action in that sense that a personal committee waited on you and conferred?

Mr. REYNOLDS. Oh, no.

Commissioner GARRETSON. That is all, Mr. Chairman.

Commissioner AUGHTON. In your opinion, Mr. Reynolds, is there a greater obligation on the part of a labor union composed of employees, what is known as a public-service corporation, like the Postal Telegraph Co., or railroad company, and the corporation itself to avoid difficulty on account of strikes and that kind of thing on account of the great harm that is done the public?

Mr. REYNOLDS. I think they have a great obligation in that respect.

Commissioner AUGHTON. Greater than the ordinary industrial concern?

Mr. REYNOLDS. Yes.

Commissioner AUGHTON. That is not concerned with public-service operations?

Mr. REYNOLDS. Yes.

Commissioner AUGHTON. Have you had your mind—have you given the matter any thought as to any remedy that could be suggested to avoid those conflicts between public-service corporations?

Mr. REYNOLDS. I have not given that subject any thought. I have been too busy with my own affairs trying to build up my own company—meet competition that I have to meet—to be dwelling on those general problems.

Commissioner AUGHTON. That is all; thank you.

Commissioner O'CONNELL. Have you given thought to the public ownership of telegraph lines? If so, what is your opinion on that?

Mr. REYNOLDS. I think it would be a very bad thing for the telegrapher and a bad thing for the taxpayer and a bad thing for the service.

Commissioner O'CONNELL. In what way bad for the telegrapher?

Mr. REYNOLDS. Well, it would reduce the number of positions to start with. Competition between services creates a demand for men. It would take away that competition, and the service would be slowed down and make it possible to handle the same quantity of work with a fewer number of hands.

Commissioner O'CONNELL. Would that not be a reduction to the public if the cost would be reduced by the number of employees?

Mr. REYNOLDS. You mean reduction in the tolls?

Commissioner O'CONNELL. Yes; the public would enjoy a reduction?

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Mr. REYNOLDS. That would depend. If it ran into a reduction indirectly, they pay for it through taxes indirectly. No company can be run—the business can not be conducted, I do not believe, under Government control under reduced rates without a deficit.

Commissioner O'CONNELL. Take the United States Postal Service. You think that could be conducted cheaper to the people of the country by a private concern than the Government is conducting it?

Mr. REYNOLDS. I think it could; yes.

Commissioner O'CONNELL. That is now a paying proposition on the part of the Government.

Mr. REYNOLDS. I don't think so, if you include all your charges, as we have to in ours.

Commissioner O'CONNELL. You think we would be enjoying a 2-cent and a 1-cent postage if the postal service of the United States would be conducted by a private corporation?

Mr. REYNOLDS. That is hard to answer. But that would depend upon the wisdom of those who conduct the private corporation.

Commissioner O'CONNELL. In the countries where the Government does operate the telegraph lines—for instance, England, Great Britain—the service toll for sending a telegram is much less than it is in this country.

Mr. REYNOLDS. And the departments of telegraph report a heavy deficit, and the wage earners are paying an income tax to make up that deficit. It increases your taxes to the heavy deficit that has to be made up.

Commissioner O'CONNELL. These services to the people—say it is reduced 50 per cent in cost of the sending service—could not they afford to pay some increased taxation of some kind to maintain it?

Mr. REYNOLDS. Yes; but the people who do not use the telegraph, then, would have to help make up the deficit in place of those who do use it. Under the present method only those who use the telegraph have to pay for it.

Commissioner O'CONNELL. Would not the cheapening of the use of it enable a greater number of people to use it?

Mr. REYNOLDS. Possibly; but if they do it under a tariff that doesn't pay the cost of operation, the greater the volume the greater they lose.

Commissioner AISHTON. Under that kind of an arrangement the burden would fall on the larger number of people who made no use whatever of the telegraph, would it not?

Mr. REYNOLDS. Certainly.

Chairman WALSH. That is all. You will be excused.

At this point we will stand adjourned until to-morrow morning at 10 o'clock.

(Thereupon, at 4.24 p. m. Tuesday, April 13, 1915, an adjournment was taken until Wednesday, April 14, 1915, at 10 o'clock a. m.)

CHICAGO, ILL., *Wednesday, April 14, 1915—10 a. m.*

Present: Chairman Walsh; Commissioners Lennon, Aishton, O'Connell, and Garretson.

Chairman WALSH. The commission will please be in order.

Mr. Konenkamp, I believe you had something that you desired to submit briefly covering the 1907 occurrence. I believe you stated you could put it in in 5 or 10 minutes. You may do that now.

TESTIMONY OF MR. SYLVESTER J. KONENKAMP—Recalled.

Mr. KONENKAMP. I heard the testimony of Messrs. Reynolds and Brooks with reference to the strike of 1907, and both are absolutely mistaken upon vital questions. If Mr. Reynolds had consulted the files of his office, he would have found that demands were made upon the Postal in 1907; that the company had been charged with bad faith in carrying out an agreement entered into with its employees at Chicago in 1906; that grievances had been accumulating for months, and that the company, standing shoulder to shoulder with the Western Union, had refused to consider the same after the change of general managers in March, 1907.

I have a number of official communications, extracted from our files, dealing with the Postal to show that Mr. Reynolds was in error, which I will file into the record.

The first is a copy of the negotiations between the Postal employees of Chicago and their officials in September, 1906.

(The paper referred to was submitted in printed form.)

The next is a letter from the then international president of our union, Mr. S. J. Small, dated May 2, 1907, to the officers of our Chicago local, showing that the Postal telegraphers in Chicago, on the 2d of May, wanted to strike. He urged them to be patient, and await his efforts to secure a conference with the new general manager, Mr. Nally. He wrote:

"I have endeavored twice to see Mr. Nally. On each occasion I was told that Mr. Nally could not see me to-day. Mr. Mackay is out of the city."

His conclusion is as follows:

"In the meantime, I shall, as soon as Mr. Mackay returns to the city, make a further effort to bring about a satisfactory adjustment of the Chicago grievances, at the same time expressing the hope that the members of the Postal committee in Chicago will be encouraged to take a broader view of the question under discussion and discourage any move or agitation that might lead to hasty action and the forcing of the issue at a time when we are unprepared."

(Witness here submitted letter, which will be found in the exhibits at the end of this subject, marked "Konenkamp Exhibit No. 7.")

When the general officers of the union met in New York, June 9 to 14, 1907, a letter citing grievances, was addressed to the officers of the Postal Telegraph Co., which was ignored by them, although they must have known of the unrest that existed among the employees.

The following telegram, received from Chicago at that time, signed by telegraphers in the employ of the Western Union and the Postal, was made public, and was made known to the officials of that company.

CHICAGO, ILL., June 14, 1907.

S. J. SMALL,

Care S. J. Konenkamp, Astor House, New York.

The president, secretary-treasurer, executive board, and grievance committees of the Postal and the Western Union employees of the Chicago local, in special meeting, assembled to consider the grave situation now confronting our organization, reaffirm absolute confidence in national president and executive board, pledging the undivided support of this local to the policies and methods this day laid before us for combating the unfair attitude of our employers in the emergency now existing.

S. S. ULERICH.
FRANK LUKES.
GEO. D. THOMSON.
E. G. WELLS.
P. M. STILLMAN.
C. E. SHEA.
G. DAL. JONES.
W. F. McDONALD.
R. A. DITCH.

E. M. MOORE.
M. J. PAULSON.
P. J. HOGAN.
C. L. CRAIG.
C. A. MARTIN.
GEO. E. CATES.
W. E. GOODRICH.
F. E. BURROUGHS.

I also desire to present the minutes of a meeting of the Chicago local, No. 1, held Sunday, June 16.

(The document referred to will be found among the exhibits at the end of this subject, marked "Konenkamp Exhibit No. 8.")

Commissioner Neill informed me he had not conferred with the Postal officials at the time he negotiated the agreement with the Western Union, but when the Clowry-Neill communication was made public the Postal sent out the following telegram:

(The telegram here referred to by the witness was received in evidence and marked, "Chicago, Ill., April 14, 1915, Witness Konenkamp, Document Serial No. 938.")

NEW YORK, June 20, 1907.

C. E. BAGLEY, *Supintendent, Pittsburgh, Pa.:*

The Postal Telegraph Cable Co. has taken the position right along that it was not involved in the controversy which the Western Union Telegraph Co. is having with its employees. Edward J. Nally, vice president and general manager, has given out the following statement as to his company's attitude. He says:

"Now that all of the troubles of the Western Union Telegraph Co. have been adjusted, I wish to say for the Postal Telegraph-Cable Co. that the statement to

the effect that this company refused to consider requests or complaints from its employees, either individually or as a committee, is entirely untrue. We have always been very glad to meet any of our employees and to consider any matter which they might care to present.

"For instance, our Chicago employees recently made an application for a still further increase of wages. Inasmuch as we increased the wages of operators, chief operators, and managers 10 per cent on March 1, and on April 1 gave the chief operators an additional increase, and on the same day we increased the salaries of our clerical force, we did not feel justified in making still further increases, and we explained to them the reasons why.

"On June 12 I wrote a letter on that subject to our general superintendent in Chicago, Mr. Capen, as follows:

"Please say to the employees whose names are signed to the communication of recent date addressed to you, and which you forwarded to me with your letter of June 6, that we are unable at this time to give favorable consideration to their request for shorter hours and increased wages.

"We have already done all we can afford to do—we can not, in justice to the company's interest and with business prudence do more.

"If, in the list of minor grievances submitted, there are any that call for attention and consideration, I shall be glad to have yours and Mr. Carroll's recommendation as to what you think should be done in each case. If there are any rules in force which may at times work a hardship upon our employees, we should do our utmost to remedy them. Great care should be exercised to prevent under chiefs and others from unfair enforcement of rules and regulations, and from unjust discrimination and unkind treatment of the force.

"It is the earnest desire of the management that all our employees shall be treated with consideration, and that every reasonable and proper effort be made to insure their health and comfort."

"E. G. COCHRANE,
General Superintendent."

The wording of the letter of President Clowry to Mr. Neill was unfortunate, but Mr. Neill informed me that Mr. Clowry was determined to save his face. The declarations contained in that letter to the effect that the Western Union had never discriminated against union men, in spite of the company's well-known policy for nearly 40 years prior to that time, and was admitted by Mr. Brooks yesterday, angered the employees, who had just recently gained the right to organize through force of organization. They were in rebellion against the tyranny of the company, and many indignant telegrams were received by me, of which the following are samples:

AUGUSTA, GA., June 22, 1907.

S. J. KONENKAMP,

*Deputy President Commercial Telegraphers' Union of America,
Astor House, New York:*

Members of local 35 desire some positive information regarding New York settlement. Nothing in President Clowry's letter for the C. T. U. A. Do the newspapers correctly represent your stand? If so, this local protests against such a consummation, and its allegiance is absolutely with President Small.
Answer.

A. T. CARTER, *President.*

HOUSTON, TEX., June 22, 1907.

S. J. KONENKAMP, *New York:*

Texas desires to know if statement attributed to you by Associated Press to effect satisfactory settlement reached on basis Clowry's letter to Neill is true? Please answer. Is grievance national or is it local with New York?

S. J. GRAY, *Secretary-Treasurer.*

MEMPHIS, TENN., June 22, 1907.

Capt. R. J. FOWLER,

Care Astor House, New York:

The conflicting reports have created much unrest. Please give me something defining our position, so I can satisfy our membership at open meeting Sunday.

C. H. McELREATH, *President.*

CHICAGO, ILL., June 22, 1907.

S. J. KONENKAMP,
Astor House, New York:

Interview credited to you creates impression of division in our ranks. The least said the better for our cause.

WESLEY RUSSELL.

A. T. CARTER, Augusta, Ga., and S. J. GRAY, Houston, Tex.:

Have made my report to President Small as to settlement. Read letter carefully. Waived demand for eight-hour day and typewriter; that's all. Disregard stories of dissension.

S. J. KONENKAMP,
Chicago, June 2, 1907.

K.

S. J. S. apparently not in touch with situation and seems not to favor proposition. I have talked with him in San Francisco. Likely original plan will be followed. I will await your reply.

W. R.

WASHINGTON, D. C.

S. J. KONENKAMP, New York:

For the honor of Pittsburgh G. use your efforts to prevent squandering our rights in compromise.

P. H. DELAPLAINE.

I also have submitted a telegram I received at that particular time.

Chairman WALSH. From whom?

Mr. KONENKAMP. From telegraphers throughout the country denouncing me.

The strike at San Francisco was deplored by no one more than myself, and Mr. Neill will confirm my statement that the members of the general executive board did everything honorable men could do to straighten out the situation. One member of the general executive board was sent to Canada to hold our members there in check. The chairman of the board, R. J. Fowler, was taken ill while in New York and died several months later. This left but three of us to handle the situation—Messrs. M. J. Reidy, of Boston, and Joseph M. Sullivan, two employees of the Postal, were my colleagues on the board. They joined in preparing the following communication to General Manager Nally, of the Postal Co. I submit several extracts.

DEAR SIR: We note by the daily papers that you are quoted in an interview as saying: "To my mind the strike in San Francisco is a violation of the peace agreement," and that you further intimate that we are an unstable organization, unable to live up to our agreements.

We beg to state that the telegraphers made one agreement with the company you represent which covered Chicago. That agreement has been violated in a manner which indicates that the disregard of agreements entered into is on the other side. This statement we are prepared to substantiate by correspondence, printed rules covering Chicago, and a fair statement concerning conditions now prevailing there.

We petitioned your company to be heard on certain grievances, including this breach of contract and the conditions in San Francisco, and our officers went as far as possible to meet you or any responsible representative of the Postal Telegraph Co., but were ignored.

To say the telegraphers are surprised is putting it mildly. We are aware that the Postal Co., whose motto is: "Do you ever stop to compare the present efficient telegraph service with what it was before the Postal entered the field?" stands as a monument to the late lamented, great-hearted John W. Mackay, himself a workman, who knew the greatest asset any firm or corporation can possibly have is the hearty cooperation of the employee. He secured for your company this cooperation to the greatest extent ever brought about in this or any other country. We believe that you will not deny that your company is enjoying from the telegraphers to-day the highest class of work ever given any telegraph company. Your wires are worked to the highest capacity of any company in the history of the telegraph.

We now respectfully represent that we can point out numerous grievances to your company which can be adjusted with advantage to both company and employees. To adjust these grievances will cost the Postal Co. nothing in dol-

lars, because an increase of good feeling between the company and the telegraphers must redound to the advantages of both.

If you wish to hear our grievances we shall be glad to meet you or any responsible agent of the company at any time or place convenient to yourself. If you do not wish to meet the president's representative or the board in its entirety we will delegate employees of the Postal Co., members of the board, to meet you. We trust you will do nothing to separate your company from its best asset—the cooperation of the telegraphers—and we hope you will do your part to bring about a renewal of friendly feeling.

We realize our responsibility as telegraph men to the country, to our employers, and to our union, and will go any reasonable distance to adjust our present grievances.

Trusting to hear from you at an early date, I am,

Respectfully, yours,

S. J. KONENKAMP, *Deputy President.*

Furthermore, I submit the declaration of members of the general executive board that they would live up to the agreement at all cost.

In its efforts to have the agreement entered into with the United States Commissioner of Labor, the members of the general executive board adopted the following resolution on June 25, 1907:

Whereas a tentative agreement (copy of which is attached¹) was entered into between Deputy President S. J. Konenkamp, duly authorized to act, and United States Commissioner of Labor C. P. Neill, whereby satisfactory assurances of a settlement of grievances pending with the Western Union Telegraph Co. were secured, and the same was confirmed in a letter written by President R. C. Clowry, of the Western Union Telegraph Co., to Commissioner Neill stating that the concessions would be granted; Therefore be it

Resolved, That the agreement entered into should and will be accepted by the Commercial Telegraphers' Union of America in good faith, and all officers and members of the union are hereby instructed that until such time as all provisions of this agreement have been carried out or until there is evidence of a repudiation or violation by the Western Union Telegraph Co., the general executive board will not consider any proposition to order a strike against this company at any point. Nor will they sustain any action taken in violation of the same.

S. J. KONENKAMP.
M. J. REIDY.
JOS. M. SULLIVAN.

I told Commissioner Neill that we would fight to the last ditch to prevent a general strike against the Western Union. The three members of the general executive board did go to San Francisco to inquire into the causes of the local strike there. We found the men had acted hastily and forced a settlement of the strike within a week after reaching that city. Just how vigorously we worked in that case may be best described by the following circular sent to all local unions of our organization:

COMMERCIAL TELEGRAPHERS UNION OF AMERICA,
SAN FRANCISCO LOCAL NO. 34,
West Oakland, Cal., August 14, 1907.

*To all presidents and secretaries,
members of all locals and of the general assembly, greeting:*

The following resolution was unanimously passed by this local at its regular meeting held July 28 last, and is herewith forwarded to you for the information of all members:

Whereas during our recent strike and at a time most inopportune and detrimental to the plans as laid out by our national president for a more successful termination of our troubles, three of the members of the national executive board came to San Francisco without our solicitation or invitation; and Whereas the actions of said members of the national executive board while here tended to a large extent to cause internal dissension in this local; and Whereas said members of this board used threats and acted in such a manner as to appear as dictators of all the affairs pertaining to this strike, taking

¹ Not furnished.

the stand of friendly concern toward the telegraph companies and Charles P. Neill, and did not keep in touch with any of the officers of this local, nor in any way show a spirit of friendliness, fraternalism, or concern for our side of the struggle, and stated they did not think the strike was a just one, and that, so far as they could learn (by being here three days), living expenses were no higher here than in the East, and making other deprecating remarks tending to cause further dissatisfaction and a spirit of unrest among our members; and

Whereas they were singly and, as a major part of said national executive board, it was directly due to their presence that the agreement made was forced upon us in order to preserve our local: Now, therefore, be it

Resolved, That this local condemns the actions of the national executive board for interference in the strike; for uselessly spending so much money in a junket across the country without a request from us to come here; for remarks unbecoming national officers: And be it further

Resolved, That this local ask that these three members, Messrs. Reidy, Konenkamp, and Sullivan, tender their resignations as members of the said executive board: And be it further

Resolved, That a copy of these resolutions be forwarded to the president and secretary of each local, and that we ask a similar action on their part, such men being dangerous to our cause.

Fraternally, yours,

W. W. McCANDLISH, *President*.
A. W. COPPS, *Sec.-Treas.*

This resolution in brief denounced us as dictators, as showing too much friendliness toward the telegraph companies, and also to Charles P. Neill. It ends by condemning the actions of the national executive board in forcing a settlement of the San Francisco strike, and asks for our resignation because of our attitude against a strike.

The general executive board visited many cities where the strike fever was greatest. We warned our members against precipitating a strike. On July 31 we disbanded and returned to our regular places of employment, Mr. Reidy with the Postal at Boston, Mr. Sullivan with the Postal at New York, while I stopped over to visit relatives before returning to my position with C. I. Hudson & Co. at Pittsburgh. I was still visiting when the walkout occurred at Los Angeles. As soon as I heard of this I hastened to Chicago to head off a general strike if possible. Messrs. Reidy and Sullivan held New York and Boston in check, but before we could convene the strike was beyond our control. The officers were cast aside by the men, but I opposed the strike until completely overwhelmed by the sentiment of those directly involved.

If the Postal and the Western Union had been willing to deal with committees of their own employees in 1907, the strike would not have occurred. So the responsibility for what followed is theirs. If these companies were willing to deal with committees of their own employees to-day and to remove the restrictions upon the liberties of their employees, they would need have no fear that the officers of this union would interfere. The president of this union can not declare a strike; he can only veto or sanction a strike when the members vote in favor thereof.

Chairman WALSH. That is all, thank you.

Commissioner AUGHTON. I would like to ask you, to get into the record, in regard to this strike in San Francisco in 1907, would that—was that strike approved by the president of your organization, Mr. Small? •

Mr. KONENKAMP. I am inclined to think it was, due to the fact, as stated yesterday, that he did not understand the situation in New York, and furthermore that the officials of the telegraph companies did not understand the situation, and they refused to live up to the agreement entered into by Treasurer Clowry. There was wrong on both sides. When we reached San Francisco we helped to adjust matters and compelled our men to go back to work.

Commissioner AUGHTON. Did your membership generally at Chicago, Los Angeles, and New York have information as to this so-called Neill agreement?

Mr. KONENKAMP. No; not completely, for this reason: That Col. Clowry was very anxious that I should keep quiet about the real agreement. I was told that he wanted to save his face, and Commissioner Neill asked me to refrain from any great amount of publicity until things were quieted down.

Commissioner AUGHTON. Did your executive committee communicate with Mr. Small on this day the agreement was reached?

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Mr. KONENKAMP. Yes; I tried to get in touch with him the night before the agreement was signed, but I could not locate him.

I will file with the commission later a report of our convention of that year. This covers the negotiations in detail and shows the most of the telegrams pertaining to the agreement.

(The report referred to was submitted by witness in printed form. It is entitled "The Milwaukee convention," and appeared in the Commercial Telegraphers Journal of November, 1907.)

Commissioner AUGHTON. That is all.

Chairman WALSH. That is all. You may be excused.

TESTIMONY OF MR. C. H. McELREATH.

Chairman WALSH. State your name, please.

Mr. McELREATH. Con H. McElreath.

Chairman WALSH. Con?

Mr. McELREATH. Yes, sir.

Chairman WALSH. Where do you live?

Mr. McELREATH. Detroit, Mich.

Chairman WALSH. What is your business?

Mr. McELREATH. Telegrapher.

Chairman WALSH. Are you employed some place at the present time?

Mr. McELREATH. Yes, sir; with the International News Service, at Detroit.

Chairman WALSH. How long have you been in your present employment?

Mr. McELREATH. Five years.

Chairman WALSH. What, if anything, do you know of the existence of a black list by the Western Union and Postal Cos.?

Mr. McELREATH. I may say that there is a black list.

Chairman WALSH. Kindly, as briefly as possible, give your own experience and the grounds for your belief that there is a black list.

Mr. McELREATH. I am on that black list, placed on that list by the manager, the chief operator, of the Western Union Telegraph Co. in Kansas City in the year 1910 or 1911.

I know this to be a fact, because the clerk, the confidential man, through the chief operator, who handled this record, informed me personally that my name appeared on it.

In other cases, from communications that come to officers of our union and from statements made to me by different telegraphers who have been blacklisted, I am convinced that this black list is interchanged between the Western Union and Postal Telegraph Cos.

For instance, the chief operator at the Western Union discharges one of our members for his affiliation with the union, assigning "Benefit of the service," "Reduction of force," almost anything plausible, any plausible excuse for his discharge. That is as far as the man receives any enlightenment as to his discharge.

The opposition company, or the Postal, is convenient, and the operator so discharged will go to the Postal operator and apply to the chief of that company for a position.

The first question he is asked is where he was last employed. He stated that it was with the Western Union Telegraph Co., and that he was discharged. They ask him the reasons, and the operator assigns the reasons that have been given to him. The Postal chief operator will probably then tell the men, if he needs help at that time, to come back in the afternoon and he will see. In the meantime, through a gentleman's agreement or some other kind of agreement, the chief operator of the Postal Telegraph Co. will get in communication with this man's former employer, and he will get his record, and he will get why he was discharged, which is confidential between the two chiefs, the operators of the opposition companies. Then the man comes back in the afternoon and is told there is absolutely nothing for him to do; that he must have a clear record from the Western Union Telegraph Co. before he can be employed by the Postal. And so, of necessity to secure employment, he occasionally turns to the railroads, and there he finds that he must refer to the last place of employment, and, if it be the Western Union, a list of sufficient information is provided on request by the railroads for the man who is hired, the operator, to show that this man is undesirable simply through his union affiliations.

Frequently a few hundred men are driven out of the country for that reason. The testimony of Mr. Lynch yesterday exemplifies that. He is one of the vic-

tims. I know of a number of others. Another resort that the operators are forced to is to assume false names in order to secure employment. Suppose I am discharged in Chicago. Can I get work from other offices here, from other companies here? My home is here; I am a citizen and I am a taxpayer; my family is here and my ties. No; I can not secure work, and I must support my family; society demands that. I then decide on this plan of assuming a false name and applying for work in some other city. I am hired, say, in St. Louis under the name of Jones and put to work and get along for a little while. Being fairly well acquainted with telegraphers from all parts of the country, some one will discover that I am McElreath instead of Jones, and, with the spotter and spy system, it does not take information of that kind long to reach the chief operator, and the result is that I am discharged and sent on the road again. I am sent on the road again looking for employment. I think that covers it.

Chairman WALSH. What steps are necessary for a black-listed man to obtain employment from the company? Is there any way to get on again?

Mr. McELREATH. Yes; there are instances where men have been reinstated and their names removed from the black list.

Chairman WALSH. What is the requirement before it can be done?

Mr. McELREATH. It is practically surrendering your manhood; in other words, surrendering your union card, and, in cases of which I know personally, making an affidavit that you will not join the union again.

Chairman WALSH. Have discharged employees in the Western Union or the Postal Telegraph Cos. the right of appeal?

Mr. McELREATH. In a way.

Chairman WALSH. To whom do they appeal?

Mr. McELREATH. Ordinarily, to the chief operator, who is their immediate superior, and very, very seldom does a discharged operator get any satisfaction from that official. He is advised, ordinarily, by this chief operator to go to the district superintendent. The district superintendent, if the man is weak and not persistent, will stall him off and tell him that he had better go somewhere else and look for a position. If the man is persistent, then he has the right and is advised by the district superintendent to appeal to the general superintendent or to the division superintendent, and so on.

The Western Union Telegraph Co., as testified to by Mr. Brooks, a couple of years ago, or a few years ago, issued an order that there should be no discrimination against employees, and that any employee had the right to appeal if they felt that they were aggrieved. This, while it looks all right on paper and sounds very well from Mr. Brooks, has not, in any number of cases, been lived up to. Mr. Brooks himself, when appealed to, and we can show in our files copies of letters he has written to men who have appealed to him personally, has adopted an almost stereotyped form of reply to these men, "I do not see fit to interfere with the conclusions reached by the local officials."

If there was an investigation made, it had no effect on Mr. Brooks. The men discharged for different causes have made these appeals and have received identically, or almost so, the same reply from Mr. Brooks.

Chairman WALSH. What do you know of the actual working conditions in the company, with reference to reliefs, the conduct of the subordinate officials, and the like?

Mr. McELREATH. The system of reliefs for lunch, rest, and calls of nature is almost brutal in its lack of enforcement. I mean by that that petty chiefs, men who have direct control of the working force for these telegraph companies, have become imbued with such a degree of ambition or fear that, in order to make a good expense showing for their divisions, they have actually made men and women suffer for the want of proper relief to attend to these calls of nature until they have bred disease and undermined constitutions; in fact, they have driven people to become nervous wrecks. And I might add a little further, since we have charged other crimes to the Western Union, to add murder to those.

I have in mind a case in Kansas City, Mo., a city where I was located for a number of years, and know these to be facts from my own observation. A telegrapher by the name of Wolfrum—J. J. Wolfrum—was employed by the Western Union Telegraph Co. for a number of years, extending back possibly 20 years; in fact, he spent his whole life, practically, in the employ of the Western Union Telegraph Co. He started in at a small salary and worked up to the top salary and became a very proficient operator. When the Western Union Telegraph Co. instituted their bonus system Mr. Wolfrum was selected as one of the best

bonus men, one of the most capable operators, and they assigned him to that class of work. He continued at that until the strike of 1907. In that time, and toward the latter months before the strike, Wolfrum acquired what is called "telegrapher's paralysis." It is an affection of the muscles whereby from constant gripping of the telegraph key a man loses control, practically, of his hand, and while he was all right on the receiving set he probably slowed up a little bit in sending.

About that time sending machines were becoming common and in general use with the Western Union Telegraph Co. and the Postal Telegraph Co., and Wolfrum began immediately to apply himself in learning how to manipulate that. He succeeded fairly well, and then the strike came on. He, like myself and all other good union men, went on that strike and remained out until it was over.

In the reemployment of telegraphers after the strike, Wolfrum was among the number, and whereas he had received a salary of \$85 a month, which was considered and called "top" salary before the strike, when he was reemployed he was placed at \$45 a month, doing practically the same work that he did before. From that day on Joe Wolfrum was a marked and persecuted man by the officials of the Western Union Telegraph Co. in Kansas City, Mo. Sam. W. Atkinson was chief operator most of the time after the strike until finally Wolfrum was buried. The petty chiefs in that office, particularly one Jubel, traffic chief in the Kansas City office, had either formed a dislike for him or had determined to make him the goat for going on strike, and they got in behind Wolfrum; they put him on wires that should be manned by men getting the highest salary, and he was required to do the same work they were doing; he was required to do the same work on the same wire I was, and I was getting \$75 a month and he was getting only \$55 a month.

Finally his family affairs got bad and it was necessary for him to have more money. He applied to this man Atkinson, who, in turn, took it up with Brounson, and it was claimed that the matter ended there. Anyway, Wolfrum got no increase at that time. A year later, possibly, they raised him to \$60, and put him on what is known in Kansas City as the biggest "roast" in the office, the hardest work, the Salina, Kans., wire, and he was forced to work it alone, whereas, before that, at frequent intervals, they would double the wire and put two men on it. Wolfrum, however, did it all, hoping to get his salary rating restored so that he could take care of his family. It went on another year at that salary, and Wolfrum was granted a \$5 increase, and then his health began to fail. He had worked so hard in his effort to establish his right to proper pay that his nervous system entirely broke down and he was confined to his bed for several weeks, and when he came back there was no let up on the part of these petty officials, and Wolfrum was driven still. Finally, within the last year, within the last nine months, Wolfrum realized that his efforts to better his condition were useless; he saw that his health was failing, and he felt that he was being persecuted and would be as long as he was in the telegraph business; so he went to a hotel on Main Street in Kansas City, near Sixth Street, and rented a room—he had previously sent to his wife what little money he had—cut open the veins in his hands, and was found dead.

Wolfrum, during the time he worked at this small salary, after the strike—to my own personal knowledge, I have seen that man go to work at 8 o'clock and seen him on duty when I would go off the next morning. I was working on what is called a split trick and I would be off a period of six or seven hours during that time. Wolfrum would sacrifice his lunch time and stay there and work. That, in effect, is what I term murder by the Western Union Telegraph Co.

Another instance occurred in Detroit, Mich.; the case of a man who had given his whole life to the service of the Western Union Telegraph Co. Forty-eight years and a half he had served, and he must have served faithfully or he would not have been carried that long. A few months ago, probably 8 or 10 months ago—this man, whose name was Baubien belonged to a very fine family in Detroit. He was notified by the chief operator in the Western Union Telegraph Co. that he was getting too old and they would have to let him go. The Western Union has some sort of pension plan by which probably this man Baubien would secure \$25 a month for the rest of his life. That would, in a way, mitigate his retirement, but he did not consider it was a proper appreciation of his long time of service; in fact, it had been his ambition to serve 50 round years for the company. He drew this pension and lived around but he was not satisfied. Things went on with him from bad to worse and he began to break in spirit as well as in health.

Within the last two or three months Baubien died. The doctor said he died of a nervous breakdown, but Baubien's friends say he died of a broken heart at the ingratitude of the Western Union Telegraph Co. in not permitting him to work out his 50 years.

The newspapers took it up, and there was considerable publicity given to this man's case.

There are hundreds of cases equally as tragic as these two.

The Western Union Telegraph Co. in the matter of giving short and lunch reliefs do not consider anything; they are absolutely subordinated to the traffic. When there is business on hand, chief operators, way chiefs, and division chiefs—whether they are instructed from the men higher up or not I don't know—but they will not permit these telegraph operators and other employees to have such relief at the proper time. For instance, in the Chicago office—in any office of the Western Union Telegraph Co.—at the present time, when operators put in a request for short relief, which they are supposed to have at two different periods during the day, they are put off by these chiefs just as long as it possibly can be done. Sometimes on urgent request operators have been known to have to wait 40 or 50 minutes or an hour, or even longer, no matter what the urgency of the case might be.

The same condition has prevailed in St. Louis, and it has been testified to by Mr. Konenkamp here of the disastrous result on one occasion in the case of a lady.

In Boston reliefs are badly, badly delayed. Lunch reliefs are granted whenever it suits the petty chiefs to grant them. Short reliefs are delayed from time to time there just as they are at Chicago, Kansas City, St. Louis, and everywhere else.

In New York City, while Mr. Reynolds was making his statement here that there was no dissatisfaction among his employees, no unrest, and that everything was all right with his people, I had in my hand a communication received within the last five days from employees of the Postal Telegraph Co. in New York City, stating that it was almost impossible to secure a short relief for any purpose from the Postal Telegraph Co.'s night chief—one Le Suer—and that conditions were becoming intolerable. Men on the extra list would, under no conditions, ask for short relief, because they would be fired immediately, or as soon as they could possibly be spared, and the regular men were afraid to ask the chief for fear they would be insulted, and on numbers of occasions they have been insulted when they would ask. When an operator gets in bad with one of the petty chiefs over such matters as asking for reliefs he had just as well leave the company, for he will be persecuted and hounded by the chiefs as long as he is there.

In the last two months I have a case in Boston where one man in particular was forced to quit the company for staying a little too long on short relief.

Chairman WALSH. Have you any suggestion to offer that might remedy these conditions which you claim to exist?

Mr. McELREATH. I think there should be some legislation enacted to compel the telegraph companies to grant these reliefs for their employees at regular periods and that they should be compelled to keep a sufficient force on hand so that those arrangements could be carried out. I think that possibly the Western Union and the Postal Telegraph Cos., if the officials of those companies higher up knew the exact conditions, could be induced by some one to arrange these affairs and lessen the suffering of the laborers. I would suggest that this matter will be gone into a little further by one of the following witnesses.

Chairman WALSH. Commissioner Aishton wishes to ask you some questions.

Commissioner AISHTON. I understand you, Mr. McElreath, that you were employed by the International News Co., of Detroit?

Mr. McELREATH. The International News Service of New York in Detroit.

Commissioner AISHTON. And I understand you left the service of the Western Union Telegraph Co.; when was that?

Mr. McELREATH. On March 10, 1910.

Commissioner AISHTON. That was your last connection with any telegraph company; any commercial telegraph company?

Mr. McELREATH. That was my last connection with the Western Union Telegraph Co.

Commissioner AISHTON. Did you leave the service of your own accord?

Mr. McELREATH. Yes, sir; I quit.

Commissioner AISHTON. Did you get what is called a letter of clearance or anything?

Mr. McELREATH. No, sir; I quit because I was being abused, and I did not get it.

Commissioner AISHTON. You just resigned of your own accord?

Mr. McELREATH. Yes, sir. Would you care to know the circumstances?

Commissioner AISHTON. I have no objection if you want to state them.

Mr. McELREATH. I had been assigned by Chief Operator Atkinson to work for the International News Service, to work on what is known as a short trick, from 10 o'clock until 2 o'clock every day. I had been on that assignment since December. On this particular day or, say, two or three weeks before this, there had been an arrangement made whereby telegraphers were required by the International News Service on Saturdays all the afternoon up until, say, 5 o'clock. My time to report at the Western Union Telegraph office was 5.30. I had worked all day there and came to the main office and the chief operator asked me where I had been. They used the clock system with a card, and when I went to register in my card was missing, and we knew that when the card was not in the rack that the chief operator had it. I went to his desk and asked him for my card and he said, "Where have you been all day?" And I told him. He said, "You did not ask my permission." And I said, "You assigned me yourself," and he said, "I did not, and the next time it happens you will have to come to see me before you go to work." I said, Mr. Atkinson, I am informed that you have made up your mind to get rid of me and that you told one of your traffic chiefs that if he could get anything on me to let me go, and I believe it is the best thing I can do to quit and you can give me my time." That is the way I quit.

Commissioner AISHTON. Then you entered the service of the International News Association?

Mr. McELREATH. Yes; that was my sole employment after that.

Commissioner AISHTON. You were employed by the Western Union Telegraph Co. for quite a long period at this time you left?

Mr. McELREATH. I was in that office for one year and have been a telegrapher for 25 years, most of the time with commercial companies in the commercial work.

Commissioner AISHTON. With your time divided between the Postal and the Western Union Cos.?

Mr. McELREATH. I have worked for both companies; yes.

Commissioner AISHTON. You testified, I think, about men giving false names in order to get employment; you testified to that, but you did not have to give a false name in order to get work, did you?

Mr. McELREATH. No, sir; I never did.

Commissioner AISHTON. You never felt that necessary?

Mr. McELREATH. No; I never had occasion to, being an expert telegrapher.

Commissioner AISHTON. I understood you to say that you had personal experience with the black list in your own case?

Mr. McELREATH. Yes.

Commissioner AISHTON. In your own case?

Mr. McELREATH. Yes, sir; I was informed by a confidential man to the chief operator that my name was on the black list; but I have never appealed to the Western Union for a position since.

Commissioner AISHTON. This was since you resigned from the service of the Western Union?

Mr. McELREATH. Yes.

Commissioner AISHTON. And prior to the time and during your entire service with the commercial telegraph companies you had no experience or knowledge about the black list in your own personal case?

Mr. McELREATH. No, sir; not in my own personal case.

Commissioner AISHTON. Did I understand you to say that the granting by the Western Union Telegraph Co. of a pension of \$25 a month to one of their men who had grown old in the service was the direct cause of his suicide or murder, as you call it?

Mr. McELREATH. No, sir; you misunderstood me.

Commissioner AISHTON. I thought your testimony was to that effect?

Mr. McELREATH. No; not the granting of the pension caused it; but it was the fact that he was retired that broke his heart.

Commissioner AISHTON. Now, Mr. McElreath, you testified that you had knowledge of hundreds of tragic cases of the same tenor to those two that you cited.

Mr. McELREATH. Yes.

Commissioner AISHTON. Have you the names and circumstances of any such cases that you can submit?

Mr. McELREATH. I can procure a number of names and submit them.

Commissioner AISHTON. I would ask that a list be prepared, if you can do so, and submit them to the commission.

Mr. McELREATH. You understand that not all of these men are dead, that some have been reinstated and are working for the telegraph company.

Chairman WALSH. I wish, Mr. McElreath, that you would make a list of those within your knowledge that would form a basis for your statement that you know of hundreds of those cases and submit it to the commission.

Mr. McELREATH. How many names would you suggest? Will 100 be sufficient?

Commissioner AISHTON. If you will modify your statement in the record to show that there were only 100 cases the commission will be satisfied with 100; but when you say that there are hundreds of such cases we ought to have more.

Mr. McELREATH. I will modify my statement in the record to that effect, and I think I can provide a list of 100.

Commissioner AISHTON. That will be satisfactory, Mr. Chairman.

Chairman WALSH. Let the testimony of the witness be modified in that particular point where he said he knew of hundreds of similar cases to read that he knew of a hundred cases. Now, Mr. McElreath, if you will, furnish a list of the names and addresses of such persons which might serve as a basis for your statement.

Commissioner AISHTON. I would further request, Mr. Chairman, that when that list is furnished for the record that the Western Union Telegraph Co., or any other companies by whom these men were employed, be given an opportunity to furnish their record in those cases.

Mr. McELREATH. That would be very satisfactory to me.

(List of names furnished by witness appears among the exhibits at the end of this subject as "McElreath Exhibit.")

Commissioner AISHTON. Now, Mr. McElreath, I do not want to go too much into detail, but I believe you stated, in cases of appeal, to Mr. Brooks particularly, that decisions were always in favor of the company's officers; in other words, that the employee was turned down by some set form of reply?

Mr. McELREATH. I did not say always; but I said in most all cases that had been taken up.

Commissioner AISHTON. I inferred from your testimony that it was in all cases, and I would like to have the record so cleared to show that it was not all cases.

Mr. McELREATH. It was not in all cases.

Commissioner AISHTON. You have knowledge of cases where employees have appealed their cases or taken them up with Mr. Brooks or other officers of the Western Union Telegraph Co. where the decision was in favor of the employee?

Mr. McELREATH. Yes; where they have been reinstated.

Commissioner AISHTON. Now, you were in the employ of the Western Union Telegraph Co. for a number of years in different places, Mr. McElreath. How many years was it?

Mr. McELREATH. I have been telegraphing 25 years, and during that time I suppose I spent, I will say, as many as three years with the Western Union.

Commissioner AISHTON. You spent three years with the Western Union Telegraph Co.?

Mr. McELREATH. Yes.

Commissioner AISHTON. And during that period, did you personally experience what you might call brutal treatment as testified to by you as being general toward the employees of the Western Union Telegraph Co.?

Mr. McELREATH. No; I would not stand for it.

Commissioner AISHTON. No; I should not judge from your appearance that you had been very brutally treated.

Thank you, Mr. Chairman, that is all.

Chairman WALSH. Commissioner Lennon wishes to ask a question.

Commissioner LENNON. I want to see if you can give me some information about a matter in regard to which I asked yesterday; it was testified yesterday that men put on the bonus received most of the short messages. Now, I would like to know how that comes about and whether it is a cause of dissatisfaction among the operators in the office, or do you know anything about that?

Mr. McElreath. I would rather you would let one of our following witnesses take that matter up, because I never worked bonus. That is another thing I did not believe in.

Commissioner LENNON. All right.

Commissioner AISHTON. Just one more question, please, Mr. McElreath; you are an officer of the Commercial Telegraphers' Union at the present time?

Mr. McElreath. I am.

Commissioner AISHTON. That is all.

Chairman WALSH. That is all, thank you, Mr. McElreath; you will be permanently excused.

TESTIMONY OF MR. T. W. CARROLL.

Chairman WALSH. State your name, please.

Mr. CARROLL. T. W. Carroll.

Chairman WALSH. What is your business, please?

Mr. CARROLL. Division traffic superintendent of the Western Union Telegraph Co.

Chairman WALSH. Where do you reside?

Mr. CARROLL. At Chicago.

Chairman WALSH. Will you please state, Mr. Carroll, in a general way, your duties and the territorial limits of your jurisdiction.

Mr. CARROLL. I have about 525 independent, 370 branches, about 7,000 railroad offices to provide facilities for. In 31 of the larger offices I have to provide forces; the force of the other offices is taken care of by the commercial superintendents. I also have to look after the class of service, the general operating conditions, the comfort and welfare of the employees, and matters of that kind in connection with the general operation of the system.

Chairman WALSH. What are the geographical limits?

Mr. CARROLL. Ohio, Indiana, Michigan, Illinois, Missouri, Iowa, Wisconsin, Minnesota, North and South Dakota.

Chairman WALSH. You have heard the testimony here, Mr. Carroll, with reference to the working conditions in the offices of your company?

Mr. CARROLL. Yes, sir; and I have been very much interested in them; I did not know we had any such conditions.

Chairman WALSH. Beginning with the Chicago office, will you please make your comment on the hours of labor, the times of relief, the mode of granting the relief, the necessity, if there be a necessity, for the so-called "split tricks," the amount of work performed a day, including the bonus system. I will try to avoid asking specific questions, as you have been here and have listened to the testimony, and I would like your statement to cover the whole proposition.

Mr. CARROLL. In general, days in the Chicago operating room, the hours for a day's stint are nine; eight hours for split tricks, are our standard hours. We have a great many seven and one-half hour tricks that we established some time since, some time ago.

We have seven and one-half hour early night tricks, seven-hour late night tricks, and I believe that we have some women employees on the early night tricks who are working six and one-half or six and three-quarter hours for a day.

As regards short relief, the established rule in the office is 15 minutes in the morning and 15 minutes in the afternoon, given at once, or within a very few minutes.

I think Mr. McElreath, in this testimony just now, made a remarkable statement; it is remarkable the amount of information that he has for a man that has not been in the service for a very long time. I think his statements are a little bit off. He has taken an exceptional case.

I think that the commission ought to have our cards, on which the reliefs are stamped twice a day, in and out of the office, which will show evidence entirely contrary to that which you have received. I should be glad to furnish you any number; 10,000 if you want to go over them.

Now, if there are any conditions I have not stated, I do not know. I am getting a copy of all the testimony, and I am going into it and see.

Chairman WALSH. I will say this, that we will furnish you with an investigator from our staff and he will take the number that you believe would demonstrate the real condition and go over it with you personally.

Mr. CARROLL. Mr. Chairman, you can have from 1 to 100,000 of the cards that are on file down there. I would like to have you go over them, because it is a point I think that ought to be straightened out.

Of course, I noticed a great deal of the examination of the testimony here is more or less of a post-mortem nature, going long back before my time. Some of those conditions may have existed, possibly, and I am sorry to hear it. I can't help you out, except in the past two years and a half, since I have been an operating official in this territory. But I can help you out in testimony when I was with the other company, if you want to refer to that.

Chairman WALSH. What other company?

Mr. CARROLL. I was with the Postal Co. four years, as an operating official. As a matter of fact, I believe I gave the telegraphers of Chicago the first working rules they had.

There was some testimony here yesterday about the Postal employees, I believe the president made a mistake, I think Mr. Koenkamp made a mistake in his testimony. I worked with the committee about three weeks, and I know that they were working under a book of rules. I received the committee. I just wanted to state now that that part of the testimony was probably overlooked by the men who testified.

Chairman WALSH. Describe that a little more completely into the record. You may offer this.

Mr. CARROLL. Back in 1906 the employees of the Postal Telegraph Co. indicated they would like to have some kind of working rules from the telegraph company, and negotiated with the officials higher up. And General Superintendent Nally came in one day and asked if I would be good enough and sit in and help out in formulating rules to protect the employees. I did so. I think it took us a week or 10 days. I do not just recall the members of that committee. I can recall three of the members of the committee that were to see me, called on me afterwards to submit their various grievances; I think Paulson was one, and another was Craig, and the third Moore.

Chairman WALSH. I wish you would give us the wages paid in your office, take the maximum rate and tell us how many received that rate, and the minimum and how many received that, and what might be an average rate of wage in between.

Mr. CARROLL. I think I have that, Mr. Chairman. You are talking about the Morse operators, I assume?

Chairman WALSH. Give us all of them. You can better explain it than I can.

Mr. CARROLL. We have a long story, if you want it.

Chairman WALSH. Well, give us the story, and make it as brief as you can. Answer the question I asked you, which is, how many you had that got the minimum rate and how many the maximum rate, and how many in between. You might approximate it if you can do it that way.

Mr. CARROLL. There are 23 operators receive \$100 a month in Chicago. I am talking about Chicago.

Chairman WALSH. Let us take Chicago, then.

Mr. CARROLL. I can submit the entire division if you want it. It is on my desk.

Chairman WALSH. Well, give us the division then.

Mr. CARROLL. At \$95, two; at \$90, thirty; at \$85, seventy-three; at \$80, two hundred and fifty-two; at \$75, one hundred and thirty-seven; at \$70, forty-five; at \$65, twenty-two; at \$60, fourteen; at \$55, three; at \$50, five; at \$45, two; at \$40, three. The last eight employees are graduates from our checking and clerical force within the past year and a half.

Chairman WALSH. What is the total?

Mr. CARROLL. The total, I think, is 600, approximately 600, Morse operators on the Chicago roll at the present time.

Commissioner AISHTON. Just a moment. That includes the main offices as well as these drug stores and hotels?

Mr. CARROLL. No.

Commissioner AISHTON. Just the main office?

Mr. CARROLL. Those offices are, as a rule, under the jurisdiction of the commercial department.

I read the statement regarding the conditions. I do not believe that I care to go back to the time that the Indians were building bonfires on the hills and trading skins for the amount of work done, because it is really of no value for comparative purposes to go into conditions as they report in 1870. There has been no information submitted as to what a barrel of flour cost at that time, or a pair of shoes, or what clothes cost. I do not think much of the record that has been submitted.

I would want to take 1908, take the Government investigation for my basis of figures. You recall in 1908 the Government made a report of wages. At that time in the Chicago office, at the rate of \$40, there were 6.3 employees on at that rate; in 1915, 0.41 per cent. At \$45, in 1908, 2.9 per cent; 1915, 0.28 of 1 per cent. At \$50, 2.9 per cent—

Chairman WALSH. If we could just have that for a moment, Mr. Carroll, I would make the suggestion that you give us something from the record in 1908 that would parallel the wages as you have stated them here, that we might grant it in a larger way. How many were getting \$100 a month, and so on, as you have given?

Mr. CARROLL. Of course, I could do that, but I just would have to multiply these percentages. These are put on a percentage basis, because the Government did at that time, and, of course, it is just a matter of multiplying.

Chairman WALSH. Go ahead with it, then, and we will carry that along as best we can.

Mr. CARROLL. I have just wanted to show also the low salaries that are being cut out. I will explain to you why they are being cut out.

Chairman WALSH. Do it in your own way.

Mr. CARROLL. \$55, 2.5 at that time; 1915, 0.41; \$60, 5.7 in 1908; in 1915, 1.93. At \$70, 10.3 at that time; at the present time 6.20. At \$75, 20.1 at that time; now it is 19.15. At \$80, 20 per cent at that time; now, 35.53. You can see the salaries have been jumped over to the \$80 class. Eighty-five dollars at that time, 5.4 per cent; at the present time, 10.75 per cent. At \$90 at that time, 1.7 per cent; at the present time, 6.20 per cent. At \$95, 0.2 of 1 per cent at that time; now, 2.48 per cent. One hundred dollars to \$125, 5.5 per cent at that time; now, 11.3 per cent.

The report goes on to show that the lower salaries have been very much trimmed out; they have been transferred over into the higher-priced men. That is in a measure chargeable to this condition: The automatic apparatus has in the past years developed in the telegraph field, and a great many circuits on which first-class men were working at that time are now in the automatic service, and the first-class men are now working on what a few years ago were classed as second and third class circuits. They are receiving the same rate of wages and salaries employees received a few years ago prior to 1907 for handling 400 messages a day. I would say, from 275 to 450 messages a day. They are now working on circuits running between, I would say, 150 and possibly 230. Those are the actual operations which I shall be glad to have your investigator look into when he comes down. If you will permit me—

Chairman WALSH. Just one minute. I don't understand this exactly. Did you give the automatic department in your tabulation you just gave us?

Mr. CARROLL. I have it here. I haven't it in the tabulation, and only know I can give it in a general way, and a rule which I succeeded in having our people approve, in 1914 or the latter part of 1913, possibly August.

Chairman WALSH. What change did the introduction of the past year of the automatic make in the character of the employment? That is, did it take off expert telegraphers and put on those that were less expert?

Mr. CARROLL. During the past year I do not believe that we have added any—oh, yes; we have added a few automatics. There is not any comparison between the automatic operator and a Morse operator.

Chairman WALSH. Now, by getting the automatics, how many Morse operators could you dispose of, or did you dispose of?

Mr. CARROLL. The number of circuits in operation in the Chicago office, I think, perhaps affected 20 or 25 operators.

Chairman WALSH. Twenty or 25 operators out of the whole?

Mr. CARROLL. Yes.

Chairman WALSH. What is the salary of an automatic operator?

Mr. CARROLL. The automatic operators' salaries, I will read them to you: One at \$75, 3 at \$70, 5 at \$65, 8 at \$60, 15 at \$55, 1 at \$52.50, 22 at \$50, 19 at \$47, 20 at \$45, 17 at \$42.50, 31 at \$40, 23 at \$37.50, 37 at \$35.

Chairman WALSH. In what offices are those?

Mr. CARROLL. In Chicago.

Chairman WALSH. How many are there in the Chicago office altogether—how many automatic operators?

Mr. CARROLL. The number of automatic operators in Chicago, 139 female and 62 male. The total females, the last time I checked up in connection with the change of hours to an eight-hour basis, I think it was 188 total.

Chairman WALSH. In the whole district what are the relative proportions as to the sexes in your employ?

Mr. CARROLL. I think it is about between 35 and 40 per cent.

Chairman WALSH. Women?

Mr. CARROLL. Yes; that is, including all departments. In the Chicago office it runs, male operators 490 and female 72—Morse operators.

Chairman WALSH. It might be interesting to know whether or not this introduction of automatics has advanced and developed; that is, whether or not it would be extended. Is it likely to continue to take the place of some more of the regular operators?

Mr. CARROLL. There is no question about it. The automatic telegraph operation is exactly in parallel to the electric light superseding the lamp; to the electric car superseding the horse car; and going on down through the line of progress. There are brains all over the country working on automatic operations to improve conditions and congestion, and so on, and so forth, and it is bound to bring it out. I don't know that there is any use of introducing the argument in any way in connection with the conditions of the Morse operators. Progress is responsible for a great many operators—Morse operators—not being employed to-day. But the public must be first considered and served. Of course, the conditions brought about by the war last year is the main thing that is responsible for so many men being out of employment in the telegraph field to-day. And on July 1 or August 1 of last year, I venture to say, practically every Morse operator on our roll was making full time or better, possibly, with the exception of a few late comers. And after the falling off in business developed, the problem was to take care of the Morse operators. We suspended practically any further action in the direction of automatics, with the exception of one or two that we had contracts for and were uncompleted and we had to carry them out.

The next problem, then, was this: Shall we take the older employees and give them full time, or shall we try to take care of as many telegraphers as possible by dividing the time that we have.

We will perhaps give you a little interesting information that is not generally known, I believe, nor to one or two of my friends here to the left, and it might be interesting to them to know it. This is something for you (addressing Mr. Konenkamp).

The present total Morse operators on the unassigned list throughout the division would run something like this. Possibly I had better explain the unassigned list as it is to-day and the extra list as has been referred to here.

There was once upon a time in the telegraph service when the extra list was a desirable position for the hog, as he is generally known, a man that wants to work all the time. And during the past two or three years that has been entirely eliminated, and the telegraph proposition has been put more or less on an engineering basis.

The circuit loads are taken quarterly at some places and sometimes monthly, and the force assigned in accordance with that load. A load on a telegraph circuit is very much similar to the slopes on the side of a mountain. There are peaks and valleys in it all day long. And there is a considerable amount of dead time in every telegraph office. And that time, as I will show you, cuts down the operator's average.

To give you some idea of the conditions we had to contend with during the past several months, in which I am afraid we have been severely criticized for, and I may say I was very largely responsible for the criticism, it was my decision that we should endeavor to take care of every employee we had, every man that telegraphs, because other labor conditions were in bad condition, you know. There are a great many men out of work. There was possibly no chance for them to get into other fields. So it was a case of feeding them. That is all you can say—feeding the men. It was not a job. We did not attempt to say we would give them a job. Detroit had 15 per cent, Cleveland 23 per cent, Milwaukee 15 per cent, Kansas City 29. You have heard about Kansas City. Cincinnati 18, Toledo 16, Minneapolis 31, Chicago 26, more than the load called for, and we could have out of the 162 men that we have carried on the unassigned roll dropped 100 more without in any way hurting the service. It would not have been a fair thing to the operators. That is all. St. Paul 13, St. Louis 30. Another bad point. I will probably hear from that before I get through. Columbus, 10 per cent; Duluth, 6 per cent; Fargo, 47 per cent. Fargo is a small office, and we had two or three or four boys there that lived there; they had their homes there, and the only thing to do was to

try to take care of these people that had established homes in these various places. Indianapolis, 4.9 per cent. That has been the cause for this unrest you have heard talked about around this table. You can't blame the men. A man that is anxious to work, and the work is not there, he is going to be dissatisfied. You would be dissatisfied; so would I. It is a perfectly natural condition. You also heard of the—

Commissioner LENNON. Make that a little more clear how you take care of those men?

Mr. CARROLL. In some of the offices we inquired among some of the older employees, asked if they would take a day or two off a month. We had very few—I recall out of the entire western division we had two complaints. Both of those came from women. One of them was a married woman and she ought to have been home, in my judgment.

Now, that is a fair way of handling it; and in the balance of the country it was taken care of in this way.

All the extra work by men who formerly would possibly be requested to work an hour or two overtime on the shorter tricks, split-trick men, that were always anxious to work an hour or two because their hours were short anyway, that was all cut off. It was divided among the unassigned men or the men that really did not have a job. Their names were on the roster of the Western Union for the purpose of getting a regular position when the time came.

Chairman WALSH. Have you any others of that sort you would like to submit, Mr. Carroll?

Mr. CARROLL. Why, perhaps you would be interested in the variation of the load in a telegraph office within a year. The load in the Chicago office varies between the valley of February and the peak along in the summer months of 38 per cent.

Chairman WALSH. That is the amount of work done?

Mr. CARROLL. The number of telegrams.

Commissioner LENNON. One month 38 per cent more than in the low?

Mr. CARROLL. We have this within a year. But we have some variation that goes through it pretty much every day and month. We have a variation between Monday and Saturday of 22 per cent right along.

Now, the question of advances in salaries. Is there anything you would like to know about that?

Chairman WALSH. I have some other questions to ask you, and the other commissioners will probably want to ask some questions. I thought I would give you an opportunity to put in what you have yourself, either of original matter, or what might be deemed in reply to what already has been said, you understand.

Mr. CARROLL. It is pretty hard. I did not keep a tab on except some things that were said here regarding office conditions. I would rather sum that up at one time. I have touched on it.

Chairman WALSH. A good deal here has been said about the employment of special agents by your company. I wish, if possible, you would go into the whole plan or practice of how it is done, how it is operated, how they make reports, and what you would do—the whole business—without my asking any questions, if that is possible.

Mr. CARROLL. Well, I will tell you my story. Perhaps I can explain it that way better. When I arrived in Chicago I had a fellow out here that was known as a special agent. I believe his name was C. G. Rhoderick, as near as I can recall it. He had been hired at some time in the past, hired by some fellow by the name of Shoemaker, as I get it. And I think from the duties I have assigned you might probably realize that it is really a job—it is not a position. And it will be more or less interesting. I was more or less interested in the subject of labor and of the operators. I was one myself. I have suffered in my life by strikes, and lost a job myself by a strike, once, when I was a member of the O. R. T., and I am more or less in sympathy with the fellow down the line, because I am on the firing line with them every day. I could not believe that it was necessary to have a man following another around to see whether he was a union man or not. I thought possibly the best way to go about it was to try and feel the pulse of the employees, see just how far they were in sympathy with the movement, and then I could determine what was best to be done. And I started out on that plan. I had received instructions that I was to furnish this gum-shoe fellow with certain names—

Chairman WALSH. From whom did you receive your instructions?

Mr. CARROLL. I couldn't tell you. The instructions were there on my desk, without a signature. "Mr. So-and-so is special agent"——

Chairman WALSH. No signature there from whom it was? We would like to get to the real responsibility. Now, you remember the president, he did not like these fellows, and he did not want—he did not really know anything about them; and you say that you started out with an unsigned note, naming one. Now, just to stimulate you to giving the facts, and no reflection, of course, it appears incredible to me a good, intelligent man would pick up a notice unsigned by anybody and start out on a line of operation, a business operation, without having some knowledge about it. Now, at least—one minute, please—at least an able-bodied suspicion. I ask you to be perfectly frank about it, and let us get at it.

Mr. CARROLL. I will. There may have been a note; there may have been instructions, Mr. Walsh; I don't know whether there were or not. I wouldn't say definitely; it may be possible. Mr. Lloyd, the man I succeeded, said to me, "Carroll, your gum-shoe man is Rhoderick." Now, I know absolutely nothing about that. If I did, Mr. Chairman, I would tell you. At the time that work was going on, I was assigned to building up the overland circuits in the western division, down through the South and as far as Habana, Cuba. I devoted all my time during that period when I was connected with Mr. Brooks's office to special assignment, building up the service, obtaining the plant conditions, and reporting to him. So I can't enlighten you. You will have to find the fellow that preceded me on the job, whether he had any instructions or not. I can not say.

Chairman WALSH. Have you any knowledge of these special agents?

Mr. CARROLL. No, sir; not——

Chairman WALSH (interrupting). You have heard it testified here by the president of the company that at the present time he thought there were about 12; and you heard Mr. Brooks say that there were between 15 and 20, and that they were distributed throughout the various departments. From the gentlemen I understand you occupy your position and have a direct control of them. Is it a fact there are any under you?

Mr. CARROLL. Mr. Chairman, I will confess I have held a bob flush, I think, for about two years.

Chairman WALSH. What is that?

Mr. CARROLL. I had a short hand, in poker—I guess that is what they call it—and I was bluffing all the time for two years in regard to the Rhoderick matter; I have never sent out but four men; one of them was to locate some race—leaks in race business—that had been reported to me. That was through a drug store in the Grand Pacific Hotel. I hunted around for somebody to send, and they sent me an old sleuth to go on and find it out.

Chairman WALSH. Who sent the sleuth to you?

Mr. CARROLL. One of our fellows down there asked if they knew somebody, a man I could get to go out and clear that up.

Chairman WALSH. One of your fellows, where?

Mr. CARROLL. The Western Union, one of the officials; I don't recall just who it was, asked for a man whom I might trust to go out and try and locate these operators, or others that may be giving out information in race messages. The others—I had men covering the cities in the eastern division and on the western division, to locate the spot from which the bucket shop in Cincinnati was receiving stock quotations, and after tracing him around through various sections of the country we landed him at Louisville, Ky. That is the beginning and the end of my gum-shoe work. But I will confess that I let it be understood that I had a force, but as I was going to recite to you I did not see the real necessity for it.

I sounded, as I thought, the level-headed fellows in the operating room through various channels. They did not seem to be in high sympathy with the present plan of organization. They did not see the object in any way of the organization any more than I had. They were not in high sympathy with it because of the fact they had been stampeded and started; they had suffered in 1907, and they wanted to see some controlling factors before they again entered the proposition.

As I said, what is the use of wasting money on gumshoe men when there is actually no necessity for it?

Now, your investigator, if you will send him down——

Chairman WALSH (interrupting). Permit me just a minute. When was the discharge of the telegraph operators in St. Louis? What was the date? That was testified to by Mr. Koenkamp.

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Mr. CARROLL. That was in 1912, wasn't it, Mr. Konenkamp?

Mr. KONENKAMP. The last discharge was four weeks ago.

Mr. CARROLL. Well, we will get to that in due time.

Chairman WALSH. While we are on that subject of special agents, I take it you had one that came here that you got the use of for the purpose of locating union men. That is a fair statement of your testimony, I take it?

Mr. CARROLL. Practically so.

Chairman WALSH. What is the qualification?

Mr. CARROLL. The only qualification is this, that I get reports from chief operators in the field as to general labor conditions.

Chairman WALSH. Do you have any men in the service that you pay an extra compensation to, to give you that sort of information that are not regularly called special agents?

Mr. CARROLL. What information?

Chairman WALSH. As to whether or not men belong to unions?

Mr. CARROLL. Any specific person? Would you put it this way?

Chairman WALSH. I am not asking for the names of them.

Mr. CARROLL. Not the names, no; but, Mr. Chairman, this is what I want to know: Every man in business keeps a line on what is going on in his affairs.

Chairman WALSH. I am not criticizing you; really, I am not, but I want to get at the fact.

Mr. CARROLL. I want to distinguish between the two things. One is sending men out and asking them to get and bring back to me the names of individuals connected with an organization. That is one thing.

The other proposition is this: What is the feeling of our people. I must know that.

Chairman WALSH. The distinction is very clear. You get information from your own force wherever you can get it, as to general labor conditions, including the joining of unions, and things of that sort?

Mr. CARROLL. Absolutely.

Chairman WALSH. Dissatisfaction. Now, my question is: Do you pay employees for information of that kind, either by increased wages or by specific payment?

Mr. CARROLL. I would say that possibly there are some men on our pay roll who are receiving possibly \$5 or \$10 a month more for reporting from time to time the general feeling of the men. And we get some pretty good stuff, too.

Chairman WALSH. Now, give me in your district how many men there are of that kind.

Mr. CARROLL. I would say at the outside two, that I know of.

Chairman WALSH. In the whole territory?

Mr. CARROLL. In the whole territory.

Chairman WALSH. What has been the greatest number, Mr. Carroll, since you have been in the employ?

Mr. CARROLL. Possibly four.

Chairman WALSH. Have you discharged, or do you discharge, men on the information furnished by those individuals without further investigation of your own?

Mr. CARROLL. I have never received any.

Chairman WALSH. You have never received any what?

Mr. CARROLL. Any names; therefore, I did not have to discharge them. I would not have discharged them until I had made a complete and thorough investigation of each question, and the question that always struck me is, How can I investigate?

Chairman WALSH. Do these men report direct to you or does it come through some other official?

Mr. CARROLL. Generally comes through some other official.

Chairman WALSH. What other official; what rank?

Mr. CARROLL. Chief operator. I think in one case I got a very interesting story, and on the general trend of gossip things that ought to be done and such as that.

Chairman WALSH. Who authorizes the payment of these men? You do not know whether these men get paid for that or not, do you?

Mr. CARROLL. There may be some provision or arrangement made—may have been made prior to my time—to put them on a salary; that the salary had been adjusted, or something that I would not know.

Chairman WALSH. Directing your attention to the discharge—the reason for the discharge of the telegraph operators in St. Louis—give your own statement of it, please.

Mr. CARROLL. I would be glad to answer any question you have with regard to that, because I think that there have been so many statements made, Mr. Walsh, on both sides, that it is not quite clear to me just which of them is correct.

Chairman WALSH. I am asking you, as the responsible head of this concern and in special charge of the matter, to get your own statement as to why the men were discharged. I don't want to differentiate in the matter to get the statement.

Mr. CARROLL. I have received up to the present time reports on 18 of them.

Chairman WALSH. What were they discharged for?

Mr. CARROLL. Various causes.

Chairman WALSH. Give the various causes.

Mr. CARROLL. Some of them because of their habits; others for going to Venice, Madison, and East St. Louis; and one of them being a Shylock, who holds the notes at the present time of about four or five.

Chairman WALSH. Mr. Carroll, can you say conscientiously that none of your men were discharged on account of the organization, complaining of conditions or having grievances as to wages, hours of relief, and matters of that sort, that might be called purely industrial reasons?

Mr. CARROLL. Frankly, I think that there are about four or five of them. I know of one case specially, who went up to the chief operator, held his card up under his nose, I think, and when you draw fire that way you are liable to get it. I think there are four.

Chairman WALSH. You say conscientiously four, five, or six that were discharged had union cards?

Mr. CARROLL. That is my understanding of it; that that was one of the factors involved.

Chairman WALSH. Did these men that were discharged for being Shylocks and going to Venice and these other matters also have union cards?

Mr. CARROLL. I could not tell you. Various statements have been made. I understand Mr. Koenekamp made the statement that five of them only—I understood he made that statement—that had cards.

Chairman WALSH. You can't remember?

Mr. CARROLL. No.

Chairman WALSH. What do you say about it? Did you make any inquiry as to whether or not they also had union cards?

Mr. CARROLL. The investigation is now going on.

Chairman WALSH. Will you be kind enough at the conclusion of the investigation to submit that information to us?

Mr. CARROLL. I would be glad to.

Chairman WALSH. In answer to that question?

Mr. CARROLL. Yes.

Chairman WALSH. You can't say at the present time whether those held union cards or not?

Mr. CARROLL. When that investigation is completed, I will make a complete report and send it along to our people in New York and tell them you want it and to please forward it to you.

Chairman WALSH. Thank you. Now, at the present time your information is that but four of them had union cards?

Mr. CARROLL. I haven't any positive information on it at all. I am just taking the statement as I get it. I understood Mr. Koenekamp made the statement that only five of the discharged employees are members of the union.

Chairman WALSH. Have you any information outside of that which you have received from Mr. Koenekamp as to the number?

Mr. CARROLL. I did not receive that information from him until, in a general way, yesterday, I was talking to him.

Chairman WALSH. Did you have any information prior to that time, of your own?

Mr. CARROLL. We have not. We have advice that quite a number of them, it is alleged, are members of the union.

Chairman WALSH. Your own information, I mean the information of the company.

Mr. CARROLL. The information of the company, positive information?

Chairman WALSH. Positive or not positive, the information of the company.

Mr. CARROLL. Has not reached me; reliable information regarding the dismissal down there. The completed investigation has not reached me.

Chairman WALSH. Is your present information on the subject as to the number of them that had union cards—what is that?

Mr. CARROLL. I received this morning the investigation of 17 of them at the present time, and I tried to recite to you the causes.

Chairman WALSH. How many of them have union cards of the 17?

Mr. CARROLL. They did not state.

Chairman WALSH. You have no knowledge of it?

Mr. CARROLL. No; I haven't any knowledge of it at this time.

Chairman WALSH. Very good. I will leave that. Do you know the existence of what is called a black list? You heard it described?

Mr. CARROLL. Yes; I have heard it described. We have a record in our office of all employees, a record going back of employees that have been in the service for several years, especially going back for two years, two years and a half, since I have been in Chicago; we have a record showing all the employees that are in the service, that have been in the service, and those that are eligible for service again.

Chairman WALSH. Do you exchange service lists with other employers or other companies?

Mr. CARROLL. No, sir; and I heard the statement made here this morning. I would dismiss any chief operator that I caught, and if they will furnish evidence to me that the chief operator has given to another company or to any corporation employing an operator that he was a member of any craft, I would dismiss him. As a matter of fact, we try to help them to get jobs. I think in the past year I think your investigator will find that I have had reinstated in the Western Union service anywhere between 200 and 400 employees that have appealed to me directly or other officials throughout the field.

Chairman WALSH. Regardless of organization affiliation?

Mr. CARROLL. I would rather have him look through the correspondence and see just how much of that is involved in that.

Chairman WALSH. Would a telegrapher known to you to be a member of the Commercial Telegraphers' Union be given employment in your service?

Mr. CARROLL. I think, Mr. Chairman, that Mr. Carlton establishes the policy of the company, and I am an operating official.

Chairman WALSH. Just answer the question right out.

Mr. CARROLL. Of course, I could not.

Chairman WALSH. Would a member of a union be discharged if his membership became known?

Mr. CARROLL. Well, I know that is to be answered the same way.

Chairman WALSH. The member would be discharged, would he, then, if his membership was known?

Mr. CARROLL. I presume so. As a matter of fact, I have information now of quite a number of fellows that are carrying cards. I think I have that information in my head.

Chairman WALSH. How did you get it?

Mr. CARROLL. From various sources—talking, chatter, and gossip—no official reports. They are going along attending to their business, and I have no direct information they are members of the union.

Chairman WALSH. Did you have a special agent in St. Louis, a regular special agent, or one that was just paid perhaps an increase from time to time, upon which you based any of your information?

Mr. CARROLL. I have not approved any expenses for Superintendent Armstrong for several months that I know of. My records will show.

Chairman WALSH. You have not approved any expense. Is it within your knowledge there was such a person there?

Mr. CARROLL. No; I have not any definite knowledge of that, that there is such a man.

Chairman WALSH. Did you have knowledge by hearsay?

Mr. CARROLL. The last time I talked the matter over I made inquiry, and I was asked—I asked the question, "Have you anybody down there that is checking up the conditions?" and the reply was that he had not; that he was generally in touch with the situation himself; that if there was any specific information I wanted he would be glad to get it for me. I told him I wanted to keep in touch as to the general trend in the office with regard to the general office affairs and conditions, and that is the only way we get it.

Chairman WALSH. That is your subordinate official?

Mr. CARROLL. Yes.

Chairman WALSH. Then, as I understand you, you say you had no information by hearsay from him or from any other source that there was a special agent, a paid representative of the company, who was getting the information?

Mr. CARROLL. Not for that purpose; no; not for that particular purpose. He might have a man down there, as I say; he might have a man that is off the roll that is giving that information.

Chairman WALSH. Being paid for it? I do not mean what he could get from an employee by asking him.

Mr. CARROLL. Mr. Chairman, if there is we can get the facts; we can have them.

Chairman WALSH. I am asking if you know.

Mr. CARROLL. I do not.

Chairman WALSH. By hearsay or of any person or in any other way?

Mr. CARROLL. Not prior to the time they were dropped out at St. Louis. Subsequent to that time I have furnished some expense to Armstrong. I do not know what it is for or who sent it in.

Chairman WALSH. What do you think it is for?

Mr. CARROLL. I think it was possibly for keeping in touch with what was going on on the outside.

Chairman WALSH. How?

Mr. CARROLL. By having some man mingle with them. What other way can you do it?

Chairman WALSH. That is all I care to know at this time.

Mr. CARROLL. I want to state this, that I don't believe that that man was to go out and get names, or anything like that. He might have kept in touch with the situation.

Chairman WALSH. When was the nine-hour day put into effect?

Mr. CARROLL. Oh, it has been in effect—that was in effect when I was a telegrapher, 20 years ago.

Chairman WALSH. When was the seven and a half hour per night work established?

Mr. CARROLL. When it was standardized, I believe, was back in 1906 or 1907. There was a variation in tours throughout the country up to that time.

Chairman WALSH. There has been a statement made here about the women in the employment of the company being put upon eight hours in functional offices. I have asked the witnesses, and I also asked Mr. Koenkamp, what was meant by a functional office. He said it was not clear in his mind.

Mr. CARROLL. The Western Union Telegraph organization is divided into three columns—commercial, traffic, and plant. A functional office is an office in which there is enough work for each of the three elements in it to devote and have a separate and distinct set of employees on each separate pay roll.

Chairman WALSH. What are those offices?

Mr. CARROLL. Oh, the larger offices, of possibly 100,000 or more; newspaper offices, where the force fluctuates; the traffic department handles that; that would be a very small functional office.

Chairman WALSH. Do you pay for overtime and Sunday work?

Mr. CARROLL. Yes.

Chairman WALSH. What is that?

Mr. CARROLL. Seven hours.

Chairman WALSH. I believe you stated you were in the employ of the Postal Co. at one time.

Mr. CARROLL. Yes.

Chairman WALSH. Did you deal with the employees when employed by the Postal Co.?

Mr. CARROLL. Yes, sir.

Chairman WALSH. What form of organization did they have?

Mr. CARROLL. This one here [referring to book of rules]; they were representing the C. T. U. A., while they were not officially recognized. That is the way I have always looked at it.

Chairman WALSH. What is your personal information of that—of that method of dealing with employees?

Mr. CARROLL. I think it is necessary to have some method of dealing with employees. I quite agree to that, and always have thought so.

Chairman WALSH. Have you substituted a day trick of nine hours for split tricks of seven and a half hours?

Mr. CARROLL. We have cut a great many split tricks. It is very remarkable how the minds of the men change. We can go back, I believe, to the time that our friends used to shout their heads off, because we had split tricks. Now, I believe they have turned around and they want split tricks. I do not just know where we are at on that. I do not think the men ought to be asked to work split tricks if we can avoid it. Do you know what a split trick is?

Chairman WALSH. I have heard it testified to here.

Mr. CARROLL. I do not approve of it.

Commissioner O'CONNELL. Just explain it.

Mr. CARROLL. A split trick is a trick by which an employee reports at 9 or 9.30 in the morning and reports back at 5 o'clock in the evening and he does not know when he is going to get off. He can't run a home. How can a woman keep a home for a man of that kind?

Chairman WALSH. You say that the union leaders want split tricks now?

Mr. CARROLL. They apparently do now. I can't make out how they are wanting to do the thing. I am in a quandary. I don't know just where we are. They have a perfect right to change their mind the same as all do.

Commissioner O'CONNELL. What is the minimum time that a man works on a split trick?

Mr. CARROLL. Well, in some offices he would work seven hours and a half and in some offices it would be eight hours.

Commissioner O'CONNELL. I understood that some one said that he might come in and work only five minutes and then be laid off.

Mr. CARROLL. No; that is the unassigned list. Possibly I had better explain the unassigned list. The unassigned list, the man hasn't a job at all; that is all there is to it. His name is on the roster; he is waiting for a regular assignment. Now, the plan that has been followed is this: A man that is on the unassigned list and wants to go to work, he will get down early and put his name on the list or sign up. He would be called in order except in cases of where we wanted a first-class man to work on a heavy wire and the next man on the list was a second or third grade operator, then we would have to jump him. It is just the reverse to the testimony that has been given here that we jump the high-grade fellows for the low-grade fellows, because the low-grade operators have made several protests because they have been jumped several times. We have had to do it because when we open up a heavy wire we have got to put a first-class man on it.

Now, I received a great many complaints during the winter months, for instance, a great deal of my time has been spent investigating various charges of favoritism, and I have gone right down to the ground and investigated thoroughly, and I have been unable to find but few cases. If there are any more cases, I would like to have them.

Chairman WALSH. I believe you stated awhile ago that you would at another point in your testimony like to give the working conditions in the office. Have you given us that information since?

Mr. CARROLL. Pretty much so.

Chairman WALSH. Is there anything else you would like to submit, because I am at the end of the direct questions I ask? Is there anything else you would like to submit or any explanation you would like to make further?

Mr. CARROLL. There was some talk during the—I believe I have seen some statement to the effect that we were reducing salaries, and so on and so forth.

Chairman WALSH. Well, there was some complaint made that I did not ask you about, to the effect that when there was a vacancy in a \$90 job, for instance, that it was frequently abolished?

Mr. CARROLL. We abolished one \$100 job for about a week, because a man insulted a woman, and we fired him presumably. He went out on the block and reported that we were reducing the higher positions. It is that sort of information from that kind of people that reaches Mr. Russell and Mr. Koenekamp, and as I told him yesterday, it is too bad. There should be some way they could get the straight of the thing and not receive only the one side of it entirely.

Chairman WALSH. Well, now, we have received—I have not had opportunity yet to turn it over to the commission—a great many anonymous letters, you may imagine, from operators. Just going to see if we could get a typical situation. I will have Mr. West give you the case submitted by an operator who is working now. He gives no names—of an old gentleman that worked for a great many years at the Palmer House. This man says that the questions of pensions are put up to the New York office, and his complaint is that it is

not fairly administered. We have a great many letters, many of them signed. This is an unsigned letter.

Mr. CARROLL. I believe that is the case of Mr. Stone. If there was a commercial department man here he could tell you about that. But as I understand it, Mr. Stone is receiving practically the same salary he had as active manager. I am not sure on that point. I can tell you the names of some of the writers of some of the anonymous letters. I trapped them a short time ago. His wife used the same typewriter he did.

Chairman WALSH. How is that.

Mr. CARROLL. I say I caught a fellow that has been writing you anonymous letters. He has written them to everybody in the world. He would go into the next world if he could, I believe.

Chairman WALSH. You say he has been writing anonymous letters?

Mr. CARROLL. I say he wrote you some and he wrote me some. He wrote me one.

Chairman WALSH. I will see if I can get this case.

Mr. CARROLL. If I can see the type I can tell you. I think it is a fellow—I have a letter right on my desk now he has written. He has written several letters from almost every place. He is a paranoiac. I have had him examined by a doctor and he is a paranoiac. But any man that will write an anonymous letter, he is just about in the same class as the gum-shoe man is, the same class.

Chairman WALSH. He says: "If you don't believe this"—this is a general complaint against the pension system—"look into the case of the present manager of the Palmer House, Stone, who is over 30 years in the service with this concern, and January 1 last was told to retire; that he would be given a year's pension. He waited until February 2 and hearing nothing called on the officials of the company for an explanation, and the only satisfaction he got was that it had gone to New York and they had turned him down; that there was nothing else for him to do but retire on his own responsibility or else he be reinstated at a salary of \$75 a month. He got \$100 a month before."

Mr. CARROLL. I am familiar with that, Mr. Chairman.

Chairman WALSH. Take this example and let us see about it.

Mr. CARROLL. All right.

Chairman WALSH. Another pension case is that of Mr. Henderson, aged about 75, who spent his life with the company, and he was told not to work, he could get a pension, and so forth. He waited two months and was turned down on the ground that according to their records they found he had quit work once for two years and accepted a position with the Postal Co. some years ago. He was then told there was a fund laid aside to fit such cases.

Mr. CARROLL. I know Mr. Henderson; he is not in my department; I understand that he was not eligible for a pension. The company carried him along for a great many years, has now. The details of it I do not know. I know a case in my department of a man that has reached the age of 70 and according to the rules should be retired, but I am carrying that man along, and I am trying to find a job for him, and I got President Carlton to agree to grant him a small pension and to add that to any employment he might get on the outside. But I don't know whether he will get the job or not. Now, six months from now and until that time arrives we will carry him. I think I am paying him \$90 or \$95 a month, and he handles 12 or 14 messages an hour, something like that. I am illustrating that to show the policy of the company in general.

Chairman WALSH. That is all we care to get at. Of course, there are other cases of that kind.

Mr. CARROLL. May I file this? Mr. Carlton told me when I asked him about this case, and I told him I had quite a number of those cases, and he said, let them come along to him and he would try and take care of them.

I wanted to tell you something else about the inside operation of a telegraph office. We do have some women around in various offices that make voluntary reports to us of the conditions. Those women are very deeply interested in the environment under which they are obliged to earn a daily wage. There was somebody talking here the other day about the rosy-cheeked girls going in and coming out ready for the grave. I want to tell you that we have about, I would say, 900 of the highest class women in this country, each and every one of them would do honor to any man in this room either as a wife or as a daughter. Their cheeks are rosy. I invite you down to our office as a committee or individually to see the environment under which those girls are working.

Now, it is a dangerous thing, you know, to make a misstatement, and I don't think the misstatement was made willfully. It was made in ignorance. I am sure he would not have made the misstatement if he had gotten the facts correctly. But come down and see what we have. See what we are doing for our women employees. I have one or two women that I make an allowance to for doing nothing else but looking after the moral atmosphere around the offices. I never see the women. They merely make a report if they see something wrong. If they see that some of the women who by chance have gotten into the service who are not just the kind of people we want, the information is dropped to us and we investigate them and I am sure that there is no fair-minded body of men that will condemn a policy of that kind.

We have employees representing every civilized nation on the globe, I guess. The other day I was standing in the Chicago operating room back of the Detroit automatic circuits and my attention was called to the fact that there were nine different nationalities handling the traffic with Detroit, or representatives of nine different nationalities. That is the extent of that work as I have recited it.

Chairman WALSH. Commissioner Garretson has some questions to ask you.

Mr. CARROLL. I will be glad to answer his questions, but may I state before Mr. Garretson begins something about the subject of salaries?

Commissioner GARRETSON. Yes, sir.

Mr. CARROLL. In 1914, notwithstanding the fact that business was going to the eternal bow-wows, I personally approved of 1,503 salaries being raised, which represented about 50 per cent of the force. This increase ran between \$2.50 and \$20; I think a fair average would be between \$5 and \$7; but, on that basis alone, it is equivalent to over \$100,000 per annum. I guess that in the first three months of this year that I have probably granted five or six hundred. The records will show it, and I want to say, Mr. Chairman, that our records are available to you at any time, and you can verify any of the statements I am making, and I will be glad to have them verified; as I have heard some things that I know the men would not state if they knew the facts.

On the nine-hour day—there are 60 per cent in the entire western division working nine hours; on the eight and one-half hours—this was made up prior to the eight-hour proposition we put in the other day, and it will change that perhaps materially; this was made up 10 days ago—eight and one-half hours, 8 per cent; eight hours, 4 per cent; seven and one-half hours, 25 per cent; seven hours, 3 per cent of the employees working those hours. Most of the Morse operators in Chicago—71 per cent of them—work on nine-hour basis; 28 per cent of them, seven and one-half hours; 1 per cent of them work on the seven-hour proposition, as near as we can get at these figures.

The subject of "speeding up"; I understand it has been stated that we have turned our office into a slave-driving proposition, or something like that. The averages for the Morse operators handling over, I would say, over 125,000,000 messages, and including all the operators in the western division, as far as I know, they average 23.9 messages per hour, and the way we count the messages it means 0.5 words a minute. Someone was talking about 40 messages an hour. Someone stated we were driving our force. The printer portion, or printer operations during 1914, the average per hour was 25.7 per message, or 11.5 words per minute. Let me illustrate: You take any \$35 or \$40 stenographer in the city of Chicago, or any other city, and if she does not write 50 words a minute she is no good at all. These people work on the automatics—our new punching machines, you just touch them—they work automatically and it is only necessary to touch the key. The average quoted here was arrived at by a girl down South getting out and stating that she was the best punch operator in the United States, and two or three girls down in St. Louis said that they were not going to let the record go below the Mason and Dixie Line, and in order to do that they extended themselves, and those were the averages quoted to you. The figures I have given you are the average figures which you can verify by our records; 25.7 messages per hour or 11.5 words per minute.

Chairman WALSH. From where do you get that information?

Mr. CARROLL. From the total records of 1914 of all of the traffic handled in the western division, consisting of 10 States.

Chairman WALSH. Commissioner Ashton wishes to ask a question.

Commissioner ASHTON. The punch system is like operating a typewriter?

Mr. CARROLL. Yes, sir; I will explain how that works out, and instead of the "rosy cheeks" fading away, this system brings them back. A punch

operator can average without any trouble from 65 to 75 messages an hour. We haven't any printing apparatus that will carry that except short circuits. We place two punch operators, one transmitting clerk and one receiving clerk on each automatic; that is, one wire.

The two girls punch for an hour or so, and then they start to rotate and go over to the transmitting side, and all that girl does is to feed the punched tape into the transmitting device and mark off the tape as the message is completed.

Commissioner Aishton. And as I understand it, there is no knowledge required of the Morse alphabet on the part of the operators who do the punching or feed the tape?

Mr. CARROLL. It is desirable, but not absolutely necessary.

Commissioner Aishton. In other words, a person that can operate a typewriter can be brought into the office and learn to operate those?

Mr. CARROLL. Yes, sir. The fourth girl sits on the receiving side while this is going on; she is the proof reader, and reads the matter as it comes in, and if she sees a mistake she makes an "R Q." Those are the conditions under which those girls work.

Now, you take a first-class automatic circuit, and when you figure down that the maximum load is divided up under those conditions you can see that the girls can not work hard if they handle 50 messages an hour; if they actually double their output, which is almost impracticable, they could not work faster than 15 or 17 words per minute with the maximum output; and in the outfit we are working between New York and Boston, I will leave it to you if the girls are overworked.

Let me recite some of these averages these people talk about: 30 messages per hour equals 13.5 words a minute; 40 messages an hour equals 18 words a minute; 50 messages an hour equals 22 words per minute, and 60 messages per hour equals 27 words per minute; and you can ask any operator in this room and you will hurt his pride if you tell him he can not sit down and work all day at 30 words a minute. And there is a maximum of 60 messages an hour; he could work all day long and not touch what he brags about.

Commissioner O'CONNELL. You do not mean to say that the average total number of employees and messages sent, that there are not operators that far exceed that maximum?

Mr. CARROLL. Yes; I will give that to you. Out of all the operators employed in the Western Union Telegraph service in the western division there are two operators that exceed it. They are working on the New York premium circuit, and they are fed the short, fast business, and their average of words will not go as high as this one here, who has an average of 41 messages per hour. Maybe you would be interested in knowing some of the averages?

Commissioner O'CONNELL. I would be interested in knowing this; for instance, the operator in a small hotel, from my observation, there are not many messages sent from such a place, and the average of that operator, usually a girl, as I have noticed, she does not do so much work, and there are other operators much busier than she, and her average would not be so great?

Mr. CARROLL. Yes; and that is where the trouble comes in, as to whether an eight-hour law should be established for women. There are a lot of those positions where the women do their little sewing, etc., and they draw a fair wage for doing that, and have all kinds of time on their hands. The offices are put there to accommodate the public, and many of them do not pay; we find lots of them that do not even pay expenses.

Commissioner O'CONNELL. But their average is figured in on this whole average?

Mr. CARROLL. No, sir; the averages I have quoted you are the averages within the Chicago office; they do not apply generally throughout.

Commissioner O'CONNELL. In the general office in Chicago?

Mr. CARROLL. In the traffic department in Chicago.

Commissioner O'CONNELL. It does not include all of your operators in Chicago?

Mr. CARROLL. No, sir.

Chairman WALSH. Commissioner Aishton would like to ask some further questions.

Commissioner Aishton. You had no jurisdiction in that, I believe? That is in another department?

Mr. CARROLL. No, sir; my jurisdiction begins and ends—if the operators are incompetent and their work is not satisfactory, of course, that passes through my office and, of course, something must be done to correct the service, and I am also obliged to furnish facilities for that class of business, and I am in close touch with the situation. Now, I don't want to make myself obnoxious by talking too much.

Chairman WALSH. Go ahead and tell all you wish to; you will not be obnoxious.

Mr. CARROLL. One question here that was brought up—the extent of control. You have already received testimony on it. Probably it would be a good thing as an operating official to give you just what I am doing. I did not know it was in the Western Union contract that the operators were obliged to—or that the operators on leased wires should be satisfactory to the Western Union Co., because I had not looked at the contract for a long time. When I got the general survey of the situation I immediately checked it up, and there is absolutely no control exercised at any time. We frequently get requests from brokers to furnish first-class men, and there are men around Chicago working to-day that I suggested to the people for whom they are working, that called upon me. That also applies to some newspapers that ask us to designate men who will make good, reliable employees and we have done that, but at no time has the question of unionism entered into it, and we know that union operators are working over the Western Union wires every day, some on leased circuits.

I believe, Mr. Koenenkamp, there is an United Press service between New York and San Francisco?

Mr. KOENENKAMP. That is a pony wire?

Mr. CARROLL. But your men work on it?

Mr. KOENENKAMP. No; I do not think they do.

Mr. CARROLL. I think they do. Regarding who should control, I think that is pretty broad and that is what you gentlemen here are here to find out. A good many minds are working on that problem, and it is a big problem, and the only way it can be solved is by having every person concerned, no matter on which side, give the facts and lay the cards down on the table exactly as they are, and not to accept the word of a discharged employee without first having him give the reasons for the discharge. I believe that every man in this room is in accord with that idea. We want to get the facts and do the very best thing we can to build up the race. I am interested in it just as much as any man around here and we can not arrive at that by misstatements. It occurred to me that when that class left here the other day, that class on sociology, to ask whether they really got a square deal. There were a lot of things said, possibly honestly, and where the men who made the statements were undoubtedly sincere, but they did not have the facts. There are two sides to every question, and there are a great many of those children who went away from here with the idea that there are really some bad men in this world, but after the matter is boiled down, they will be found to be human whether they are Western Union officials or members of the union waiting for a job. The human element is there and you can not get away from it.

I will see if there is anything else in here not gone over.

In regard to the revolt of the employees in 1907, I never considered that a revolt; I thought it was a stampede, and a beautiful stampede at that. I never saw anything like it anywhere in the world.

Chairman WALSH. What were you doing then?

Mr. CARROLL. Operating official for the Postal Telegraph Co. I was working on this book of rules.

By the way, I notice Mr. Koenenkamp yesterday, in relating about his 1907 experience, recited about the number of firms that had practically signed up, and so forth; to what extent he was involved I do not know. Anyway, a big mistake was made. The Postal Telegraph Cable Co. had granted the employees a committee, and they had been granted free entry into my office, and we had conferences, and when the trouble occurred on the Western Union, about August 7 or 9, 1907, the committee called on me and said there was going to be a meeting that afternoon and they would probably be obliged to go out on a strike, and we talked it over, and I told them that they were making a mistake, and that they ought to try to live up to their agreement, and if it was not satisfactory to let us see what was wrong. They said that they were in accord with my ideas but were unable to control the situation. That was between 3 and 4 o'clock in the afternoon. At 5 o'clock some one announced that there was a

strike, and they walked out, and, with the result as I had prophesied, they were not organized; the men were absolutely unorganized. They had locals, but, as stated by Mr. Perham yesterday, they must have experienced men to direct them, and unfortunately they did not have enough experienced men. They were in the same position as the English and the other armies last fall and during the winter; they did not have enough trained men to direct the untrained men under them, and the consequence was that there was a great deal of suffering, much more than was absolutely necessary. I do not know who was to blame for it, and I am not going to try to blame anybody, but it is dead and gone; it was a mistake.

I have covered that blacklisting, and if there is any man out of a job, and his record is in bad, he knows where to come. There has never a man been turned down in the Western Union since I have been out here. I do not know what has happened in other divisions, but no case has been appealed to me that I have not tried to go to the bottom of it.

Commissioner O'CONNELL. I have not quite got that average business yet that I desired. In those averages did you figure a 24-hour day?

Mr. CARROLL. No, sir.

Commissioner O'CONNELL. Or Sundays?

Mr. CARROLL. No, sir.

Commissioner O'CONNELL. Or the short time or the peak load, between mid-light and morning?

Mr. CARROLL. No, sir; on the contrary, I took dead time on short reliefs and added that.

Commissioner O'CONNELL. I would like to talk it over with you after we adjourn.

Mr. CARROLL. All right.

Commissioner O'CONNELL. Averages are strange, mysterious things.

Mr. CARROLL. I will tell you; there are so many hours of work put in, there are so many hours paid for, and that includes short reliefs, as we call them; then figure the total number of hours paid for and the total number of messages handled. If a man will work two hours and handle 40 messages in the two hours his average is 20 per hour. I might add, in connection with some statements that have been made around here in regard to telegraph schools, that I believe it is a fact, as stated, that the Western Union Telegraph Co. has supported a telegraph school, and that arrangement was started back several years ago when conditions were a little bit different.

The question is this: It is a question, shall we deny—and in saying this I want to say that we have a great many schools around in our various offices—shall we deny the right to any individual to learn something? That is, in connection with our service. If an employee expresses a desire to learn the Morse alphabet, shall we deny her the right to do that? We might just as well say to the colleges, "Shut up your colleges for a while; we have too many doctors and too many lawyers and too many engineers." When you do that you drop out all the competitive features of life. The only thing that builds up your brain is a good scrap occasionally, and if you don't have that there is no joy in life at all.

In Chicago last year our doctor examined free 652 of our employees; treated at the company's office 870 free of charge; our nurses visited the homes of employees without charge to them and helped them and directed them how to get along in life, a total of 629. That seemed to be a step in the right direction. We laid out nice rest rooms for them down here. I got authority yesterday before I left the office—and I was glad to see it—to take on about \$5,000 or \$6,000 more rent in order to provide better quarters for any employees that might become ill in the building.

Commissioner O'CONNELL. That is purely a business proposition, is it not, and brings its result in a business way?

Mr. CARROLL. I think it would be unfair to say it is wholly a business proposition, because it is a voluntary offering; it is a good business proposition, of course.

Now, let us just take this point: I heard Mr. McElbreath, of Detroit, say something about the man Baubaln. I, for one, would not have let Mr. Baubaln work if it was put up to me, because his health was in such a condition that it would have been inhuman to ask him to work. The pension took care of him in a way, it is true. Possibly the man would have been better off if he had a larger pension, but that man was totally unfit for work. Of course, it is hard to convince the men of that. The local physician examined him and said he should not try to work.

We tried to get a man to quit here a while ago, and we told him what his condition was, and that he would have to give up and quit, and he did not want to quit, but he wanted to keep on and die in the harness. If he had accepted our advice he would have been taken care of with a liberal salary, but he said, "No," that he would not leave, and the poor fellow worked up to the last minute. Everyone connected with the Western Union Co. advised him to quit, including the doctor.

To get back to the proposition of remuneration to the employees, etc., during past, I will say during the past 30 days I have secured approval for some 40 or 50 circuits of a plan that makes it possible for men who were earning from \$75 and \$85 a month to earn between \$95 and \$160 per month. I could say \$180, but I am not going to, because there is only one circuit where they could earn that sum, and there is no use cheating and taking the only circuit at that rate. I am giving you average figures.

Now, Mr. Chairman, I want to say to you that our records are open to your investigators, to come down on anything from the "gun-shoe" work up, and I will give you all the information that you want. If there is anything in the files of the Western Union Telegraph Co. that you want they are free to you.

Chairman WALSH. At this point we will adjourn.—

Mr. CARROLL (interrupting). May I add a word before you stop?

Chairman WALSH. Yes; go ahead.

Mr. CARROLL. Getting back to this question of unrest, I think that the unrest among the telegraphers is due to the conditions over which neither of the telegraph companies has any control. It has been freely admitted, and we grant it; I am in accord with it and have been, and this record here of 1,503 increases in salaries—and that out of a force of 3,550—it has only been necessary to demote six men because they were unable to do the work assigned to them, and put other men in their positions and advanced them; and that it was only necessary to change 48 employees out of some 3,000 or 3,700 from the work assigned to them because they were incompetent. That shows there is a pretty good grade of employees that are working, and it shows a pretty healthy condition.

The main problem we have now is how to take care of the unemployed telegraphers, and I would like to know, because I have spent a strenuous winter trying to straighten out some of the tangles in the 10 States over which I happen to have jurisdiction. There are a great many more telegraphers on the labor market to-day than there is work for them to do. I can right now dispense with the services of 600 men in 17 offices of the Western Union Telegraph Co. within 48 hours, and in no way affect the service. I could dispense with all of the unassigned men, but we are not going to do it. That is the problem we are confronted with, the problem of taking care of the telegraphers dependent on us for a living. I can not see any other angle to the question; as far as committees and unions, and that sort of thing is concerned, that can be settled later.

Chairman WALSH. Commissioner Garretson wishes to ask you some questions.

Commissioner GARRETSON. Now, taking your old figures prior to the eight-hour day, you have 60 per cent of your men on nine-hour day; 8 per cent on eight and a half hour day; 25 per cent on seven and a half hours; 4 per cent on eight hours, and 3 per cent on seven hours?

Mr. CARROLL. Yes.

Commissioner GARRETSON. How is the wage for those various periods determined? Is the seven-hour pay based on seven-ninths of the nine-hour pay?

Mr. CARROLL. No.

Commissioner GARRETSON. You pay the same for seven hours as for nine hours?

Mr. CARROLL. Yes; they work at the same kind of work, an overland wire; an overland wire operates 24 hours a day.

Commissioner GARRETSON. And the telegrapher gets the same amount of pay for the seven-hour trick that another does for the nine hours?

Mr. CARROLL. Yes, sir; and in connection with our premium circuits we are trying to work it out so they will all get the same treatment.

Commissioner GARRETSON. In regard to the figures you presented covering wage, comparative wage, you took from 1908 to the present time. It has been testified here that the lowest wage, that the wage gradually decreased from the time the signal fires were burning on the mountains in 1870 down to 1908, and that was the lowest period of telegraphers' wage, between 1870 and the present time.

Mr. CARROLL. 1907?

Commissioner GARRETSON. 1908, following the strike of 1907.

Mr. CARROLL. I believe you can go back, Mr. Garretson, to the time the telegrapher was looked up to the same as the governor of the State; he was a scarce article in the days when Morse first developed telegraphy; he was the biggest man in the community and as far up as 1870, he was the biggest man in many communities throughout this country. As to what the wages were at that time, as to whether they went up or down, I am not in a position say; but I can say this, that from the time I entered the service, and I entered the service of the Western Union Telegraph Co. back in 1888, I had learned telegraphy and was employed in a broker's office and getting \$90 a month and was 17 years old, and I lost my job and went to work for the Western Union Telegraph Co. at \$55 a month; the bucket shop failed and I went to work in the Western Union and handled a trick at \$55 a month that the same men who are handling in our office get \$95 a month for. After entering the service of the Postal Telegraph & Cable Co. I worked for them at various salaries, \$55, \$60, and \$65 a month and at those salaries I handled between 350 and 500 messages and I copied newspaper reports in Cleveland and I had to strip down to my undershirt at night and I worked from 6 o'clock to 1.30 at \$70 a month; and I did it by putting five on a line; if I put six on a line the paper would send it back.

Commissioner GARRETSON. Can it be the case that in preparing a table of comparison of wages you use the 1908 as a starting point because in that way you can make a better showing than by starting with 1870?

Mr. CARROLL. I will say that it is pretty hard to arrive at it. I searched all over for some records until I ran onto a statement made by Secretary Wilson, the Commissioner of Labor, which is mighty interesting, and is a study made by the Government of the conditions in 1908 and recites conditions going back further. I had to resort to that, because the records in the telegraph office usually pass out of existence in a number of years, and all you have is the opinions of a lot of men who are working at different places. I have three letters on my desk now from them regarding work back in 1870 that I asked them to tell me and they do not agree, and what is the us of trying to establish those figures? One says the average salary was \$50, and another says \$105, and another says \$88; now, take your pick.

Commissioner GARRETSON. You used this phrase, and I think I am quoting you correctly in regard to the installment of automatics, in describing what it had done in the way of displacing operators: you used the phrase, "but the public must first be considered and served"?

Mr. CARROLL. Yes.

Commissioner GARRETSON. Who gets the benefit of the profit arising from automatic machines, the company, the public, or the operators?

Mr. CARROLL. Mr. Garretson, the operator working on that work—two operators work on the Morse wire, and the total salary, we will say, would be \$200 a month, but the four employees, with an average salary of \$45 a month, plus the salary of the automatic attendant, plus the salary of the automatic supervisor, plus the expense of the operation of the machine, and so forth, makes the expense greater than under the old Morse system, but there is a certain advantage connected with the automatic system to the service, and it seems desirable that we should use the best facilities.

Chairman WALSH. At this point we will stand adjourned until 2 o'clock this afternoon.

AFTERNOON SESSION—2 O'CLOCK P. M.

Chairman WALSH. We will now resume. Mr. Carroll, please resume the stand. Commissioner Ashton wishes to ask some further questions.

Commissioner ASHTON. Mr. Carroll, when you receive promotion, or are placed in a position, you, as a general thing, do not receive any set of instructions as to what to do or as to what policy to carry out, do you?

Mr. CARROLL. The general policy of the company is established, and the man placed in an operating position is placed there because of his experience and his understanding of the methods of operation; he is supposed to exercise his best judgment, not only in the operation of the plant, so far as the business is concerned, but also as to the handling of the employees, and he is in duty bound to report to his superiors at all times just what is going on down the line.

Commissioner ASHTON. In other words, when any man is selected for an official position, he is supposed to be able to go in there and run the job, and he

is just told to go in there and run the job, and that is practically all of the instructions?

Mr. CARROLL. Practically all; we have some bulletins governing operation that he is supposed to be in touch with.

Commissioner AUSTON. And any traditions there might be, or men employed, or anything of that kind, would be something similar to a transmission sheet between telegraph operators and train dispatchers; when one man goes off duty he leaves a memorandum of certain things in his office that have to be attended to?

Mr. CARROLL. Yes; it is a 24-hour day operation in our business.

Commissioner AUSTON. Mr. Carroll, there has been quite a good deal said about this automatic system; what is the system of training an employee, an automatic employee?

Mr. CARROLL. Up to a year ago, we did not have a comprehensive system, and it was not good. People were selected without regard to their school training sometimes, that is, there was not enough attention paid to it. We found that it was poor policy for us to expect employees to train themselves; so we established schools, and when an automatic operator—and a Morse operator, for that matter, but it applies more to an automatic operator—when they are selected we put them in a school, and instead of them spending their time and a little money, car fare, and so forth, we now pay them \$20 a month while we are training them. It takes approximately six weeks to train them so that they can go into the operating room and start the actual work. She is then placed with a more competent employee, and she works along for possibly a month more before she is turned loose on her own responsibility. When she has graduated from the school, she is placed on the roll at \$35 a month; that is the last rating that I established for students. It was formerly \$30, but we found we could not get a good enough grade of employees on that basis, and I instructed the chief operators to raise it to \$35. They work then for that wage, and their salary is increased, as they progress, \$2.50 quarterly, until we give them \$45 a month, and after that their progress is in accordance with the class and character of their work, as regards accuracy, their attendance, and the class of work they are turning out.

Of course, we are always up against this problem, that girls are bound to get married, and about the time we get some of these high-grade people trained, why, they come around and say, "Good-by, I am going to get married now"; and that is one of the problems we have to contend with.

I believe that that program is pretty fair, and if there is a better way I would like to know what it is, because I am very much interested in the questions involving the employment of people in general and what we can do for them, because the more money we can pay employees the better living conditions there are in any city, the better people can live.

Commissioner AUSTON. Do those conditions prevail generally over the Western Union lines?

Mr. CARROLL. Yes. We have not special teachers at all points, because at some there are not enough employees involved, but we are gradually extending that work and I presume that all large points will be covered along the same line; but the same general practice prevails of training students.

Commissioner AUSTON. Did you hear Mr. Henry Lynch's testimony given to this commission yesterday, which gave the direct inference that he was unable to secure employment in the United States?

Mr. CARROLL. Yes; I did. I was interested in the statement, and I have looked the matter up.

Commissioner AUSTON. What is his record with the Western Union Telegraph Co.?

Mr. CARROLL. His name does not appear on any record which would prevent him from securing employment in the United States with the Western Union Telegraph Co. at any point.

We have a Henry W. Lynch that was dismissed in 1913 from Helena Mont., for intoxication; he is the only Lynch I have a record of at all.

Commissioner AUSTON. There were a number of letters filed with the commission by him that purported to be from men now working in Canada, and who testified that they were unable to secure employment in the service of either of the telegraph companies in the United States. Can you furnish those names?

Mr. CARROLL. I will be glad to if your representative comes down; I would be glad to go right through the record with him and see what is the trouble in each case.

Commissioner AISHTON. You can give the commission a complete record of these men as they appear in your files?

Mr. CARROLL. If they appear there. The question is whether they appear on our files at all at any place. If they do, I would be glad to give it to you.

Commissioner AISHTON. Are there any Canadian telegraphers now employed in the United States in the commercial companies?

Mr. CARROLL. I would be almost tempted to say thousands; but I would say a thousand.

Commissioner AISHTON. You would say a thousand Canadians?

Mr. CARROLL. I could get the record from our superintendent of the pension disability fund in New York. He has that record. I can get that and give it to you. I know we have a great many Canadians employed in the service in the United States.

Commissioner AISHTON. Have you any knowledge as to the reasons why those men came to the States to seek service?

Mr. CARROLL. My understanding was that the conditions in the United States—working conditions—were much more satisfactory than they were in Canada; the living conditions more satisfactory in many cases.

Commissioner AISHTON. You heard some of the testimony given to the commission here by somebody. I believe it was on yesterday, to the effect that the policy of the Western Union was to feed rosy-cheeked boys and girls in at the lower end and turn them out like pulp out of a cider mill at the upper end, the inference being that that was done in order to get rid of the high-priced men. What are the facts with regard to the employees of long service?

Mr. CARROLL. I will tell you the facts—

Commissioner AISHTON (interrupting). In the service of your company?

Mr. CARROLL. The best way for you to answer that is to select a committee, and take our pay roll, which I shall hand to you, and you select the employees in our departments in supervisory capacities as well as working down to the check force and hear their own statements. I can give you any number of names, but I would prefer to have it that way, to let the representative of this commission go into our offices and meet the employees and ascertain from them direct the conditions under which they are working.

I would also like to have you take a flash light, to show you that there are a lot of rosy-cheeked girls in there; that they are not all dead.

Commissioner LENNON. Mr. Carroll, what hours do telegraphers remain on duty at isolated stations; say, in the country?

Mr. CARROLL. I would say that the maximum number of hours might run as high as 10, but I think that, as a rule, there are very few cases of that kind.

Commissioner LENNON. Are there any that work exceeding 10?

Mr. CARROLL. I could not say. I believe you can get that information from Mr. Ryder. That is his department, and he handles the smaller offices direct.

Commissioner LENNON. I understood your testimony to be very emphatic as to their being a large number of unemployed telegraphers at the present time?

Mr. CARROLL. There would be a great many; there are, and there would be a great many more should we adopt a policy of cutting our force to our actual requirement.

Commissioner LENNON. Are the telegraph schools now in operation and turning out telegraphers?

Mr. CARROLL. I got a statement the other day from that particular school that Mr. Konenkamp read about yesterday, and I find that we have secured two employees from that particular school, and they did not enter the telegraph field. I rather imagine that the graduates from the school of that kind enter the service possibly of the railroads. The school is under investigation—pardon me—the school is under investigation by me right now. I have some correspondence on my desk. I started three weeks ago.

Commissioner LENNON. How about your own school?

Mr. CARROLL. Our school takes care of our own employees. We graduate a few female employees. We teach them telegraphy, and if they desire to continue on the Morse side of it, that is their privilege; but, as a rule, we graduate them into the automatic service, because an automatic employee with a little Morse knowledge is better than one without that information.

Commissioner LENNON. Are your students in your schools recruited from people who are employees, like messengers and other people, about the plant, or are they recruited from outside entirely?

Mr. CARROLL. Practically all inside of the plant. There may be some cases, I think; down in Cincinnati they have a class coming there at night to practice, and I believe there are quite a number of them outsiders. We have not the facilities at all points for inviting the outsiders in. So long as we have a teacher there we have not any objection to them, because if they come properly recommended—

Commissioner LENNON (interrupting). Is it your belief that in view of the introduction of the automatic and the number of unemployed telegraphers now in the country that it is advisable to train more for that business?

Mr. CARROLL. Train more what?

Commissioner LENNON. More telegraphers?

Mr. CARROLL. I do not think that the telegraph company should be placed in a position where they would say to any person in the world, "Thou shalt or thou shalt not."

Commissioner LENNON. I understood from your testimony that in 1907 the maximum salary was \$88, together with a bonus. Do I recollect correctly that statement?

Mr. CARROLL. I think that statement was made by another witness.

Commissioner LENNON. Well, is it approximately correct?

Mr. CARROLL. Eighty-eight dollars? In what year?

Commissioner LENNON. 1907.

Mr. CARROLL. 1907, that is incorrect. So far as one company is concerned that I was with at that time that is incorrect. I have not the facts in regard to the Western Union Co., but I can get them up. I believe that the top salary was \$90. Whether or not bonus men were employed on that basis, I do not know, but they run between \$88 and \$90.

Commissioner LENNON. What was the bonus limit at that time. Where did the bonus start?

Mr. CARROLL. The bonus started depending on the length of the circuit. On the overland circuit between the Chicago and San Francisco and the other Pacific coast points, on which we have two, three, or four repeaters, I believe the bonus was in the neighborhood of 275 or 300 messages, if my memory serves me correctly.

Commissioner LENNON. What is the bonus limit now?

Mr. CARROLL. I could not tell you. We do not operate a bonus system in our service.

Commissioner LENNON. Not at all.

Mr. CARROLL. We work the premium system.

Commissioner LENNON. What is the premium limit, then?

Mr. CARROLL. The premium limit is what a man does; we guarantee a man's salary. If the man is getting \$100—perhaps I can give you some facts on that without depending on my memory at all. On the Kansas City-Los Angeles circuit—a man working that circuit now is getting, I think, \$85 a month. By the system of accounting that we use it is possible for him to make \$6.80 per day.

Commissioner LENNON. What limit does he have to reach?

Mr. CARROLL. He has no limit to reach at all.

Commissioner LENNON. No limit?

Mr. CARROLL. No, sir. He gets paid for exactly what he does. We guarantee his salary. The bonus system is not fair in many respects.

Commissioner LENNON. Well, that is practically a piecework system that he is working under?

Mr. CARROLL. You could call it a piecework system. The proposition is this: I wish Mr. Garretson was over there. I could illustrate it for his benefit, too. You take the railroad conductor that starts out of Chicago to-day, and he may have on a run between Chicago and Milwaukee 20 passengers. He gets paid so much for that run. To-morrow he may have 200 passengers, and he does not get paid any more for that. He works probably ten times harder in collecting his fares and running the train.

We find in the telegraph system that because of the peaks and the valleys in the load as it is filed by the public that sometimes an operator had to extend himself for two or three hours. He did extend himself; the load was there. The early hours of his trick and the late hours of his trick; sometimes he had a very light load, and it was thought that that equalized, but it did not. It

was not just exactly a fair proposition for the operator, but he handled twice as many messages in one hour as he did in another.

Commissioner LENNON. Well, suppose there were two operators on the same line doing exactly the same class of work, and one of them sent 300 messages a day and the other sent 500. What would be the difference in earnings with reference to the premium or piecework, or whatever you might call it, where this exists?

Mr. CARROLL. Well, let us take a specific case. That condition does obtain on the circuit as we have worked out—very few of them. But suppose they were both getting \$100 a month.

Commissioner LENNON. The basis?

Mr. CARROLL. One hundred dollars a month basis. In one case the man that handled 500 messages would get possibly anywhere between \$4.50 and \$5.00, and the other fellow would get his regular rating, but he did less work. He would get \$100. He did not reach—he did not handle enough telegrams to reach the rate as we established it, but he still gets his \$100.

Commissioner LENNON. Well, with this premium system or piecework, or whatever you call it, is the cost per message the same now or less or more than it was in 1907?

Mr. CARROLL. Oh, I think the cost for labor is higher now than in 1907. I think the figures will show that.

Commissioner LENNON. You think the cost per message is higher?

Mr. CARROLL. The cost per message. There are so many things enter into that. For instance, I do not believe that it would have been possible in 1907 to handle over some of the Western Union wires the volume of traffic that we are handling to-day. There was considerable dead time. There was a great deal of dead time because of possibly inferior plant conditions on the outside.

Commissioner LENNON. That would not enter into the labor cost, Mr. Carroll, would it?

Mr. CARROLL. No; but the cost for operators laying around 20 to 25 per cent of their time waiting for the wire chief or repeater attendants, it would certainly enter into the cost.

Commissioner LENNON. That would enter into the cost?

Mr. CARROLL. For that plant conditions. Plant conditions have improved, and it is possible to eliminate some dead time, but it makes it possible for the Western Union to do the things that they are now doing—of giving the girls eight hours, of establishing new rates, and raising the wages generally, as has been testified by Mr. Carlton and Mr. Brooks here.

Commissioner LENNON. That is all, Mr. Chairman.

Chairman WALSH. Commissioner Garretson would like to ask some questions.

Commissioner GARRETSON. Mr. Carroll, who ordered the discharge of those men in St. Louis?

Mr. CARROLL. I presume possibly the local supervisor.

Commissioner GARRETSON. What Government representative did you talk with in regard to the discharge?

Mr. CARROLL. I had a talk with Mr. Blackburn.

Commissioner GARRETSON. What was the arrangement entered into, or was there any arrangement entered into?

Mr. CARROLL. Mr. Blackburn, yes; I told Mr. Blackburn I would do everything in my power to get those men to work.

Commissioner GARRETSON. The investigation is not concluded yet?

Mr. CARROLL. No; I have not been out of Chicago. I have not been able even to go to St. Louis.

Commissioner GARRETSON. So none of the men have as yet been reinstated?

Mr. CARROLL. Yes; I think that possibly a total of five or six have been reinstated. That is the information I have.

Commissioner GARRETSON. The investigation in their cases has been carried on?

Mr. CARROLL. Yes, sir. The recommendation came to me direct that these men should be reinstated, and I told them to reinstate them, and reinstate another man if they found that he would be a desirable employee, if the charges were unfounded, as in many cases.

Commissioner GARRETSON. What has the main contention been over—in regard to the split trick, as it has been regarded, over the abolition of it, or with regard to the payment for the dead time that there is in a split trick?

Mr. CARROLL. I think, Mr. Garretson, that you have two questions involved there. I think there is not any dead time on a split trick. It is with the unsigned men where the dead time is.

Commissioner GARRETSON. The unassigned men?

Mr. CARROLL. The unassigned man, as I stated in my testimony, he has no job. He is hanging around for a regular job, and gets what he can.

Commissioner GARRETSON. I am only asking with regard to the split-trick men. The split-trick man that goes on duty at 10 a. m., and works until 3, does he report again at 5.30?

Mr. CARROLL. He reports at 5 or 5.30.

Commissioner GARRETSON. And has the contention been with regard to pay for that dead time?

Mr. CARROLL. Never been brought up.

Commissioner GARRETSON. Never been brought up?

Mr. CARROLL. No.

Commissioner GARRETSON. In some other crafts the split tricks are on that basis and that is the real bone of contention, is it not?

Mr. CARROLL. Yes. Another thing that was brought up with regard to these long tricks, the longer day tricks; we cut out a lot of split tricks for the reasons stated.

The traffic across this country starts in at New York or Boston and it travels across the country, and it does not begin at San Francisco because of the two hours difference in time, until between 9 and 10 o'clock in Chicago. Therefore, in order to make some good positions for the men and have some kind of home life so their wives will know what time they will get home, we established, I think, 9 or 10 tricks that ran between 9 o'clock in the morning and 7.30 at night, and not 9 o'clock, as has been stated. If there are any 9 o'clock tricks in the service I do not know it; they are not in the western division, because I passed on that question several months ago. I think that would be an unfair trick to ask any man to work.

Commissioner GARRETSON. That is all.

Chairman WALSH. Just one thing I omitted to ask. I wish you would make a statement about the employment of messenger boys, giving the amount of their salaries and anything you have to say with reference to sending them into improper places.

Mr. CARROLL. Mr. Chairman, I could only give you that by hearsay. I have not been in touch with the messenger service since I entered the Western Union Telegraph Co.'s service in 1910.

Chairman WALSH. That is all, thank you.

Mr. DALY.

TESTIMONY OF MR. GEORGE DALY.

Chairman WALSH. Where do you live?

Mr. DALY. No. 3131 Rhodes Avenue.

Chairman WALSH. How old are you?

Mr. DALY. Fifteen.

Chairman WALSH. Where were you born?

Mr. DALY. Chicago, Ill.

Chairman WALSH. What schooling have you had?

Mr. DALY. Sir?

Chairman WALSH. What schooling have you had?

Mr. DALY. As far as the seventh grade.

Chairman WALSH. The seventh grade in the ward school?

Mr. DALY. Yes.

Chairman WALSH. What is your occupation at the present time?

Mr. DALY. I am not working.

Chairman WALSH. What was your last occupation?

Mr. DALY. Messenger.

Chairman WALSH. For whom?

Mr. DALY. The Western Union Telegraph Co.

Chairman WALSH. When was that?

Mr. DALY. July.

Chairman WALSH. July, 1914?

Mr. DALY. Yes.

Chairman WALSH. How long have you been in the employ of the Western Union Telegraph Co.?

Mr. DALY. Three weeks.

Chairman WALSH. Why did you leave?

Mr. DALY. Mother had me quit.

was not just exactly a fair proposition for the operator, but he handled twice as many messages in one hour as he did in another.

Commissioner LENNON. Well, suppose there were two operators on the same line doing exactly the same class of work, and one of them sent 300 messages a day and the other sent 500. What would be the difference in earnings with reference to the premium or piecework, or whatever you might call it, where this exists?

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9420 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

Chairman WALSH. You say you told the night manager what? Just state the conversation.

Mr. DALY. I asked him what the charges were to Archer Avenue, and he said, "For hop?" and I told him "a tin box," and he said, "25 cents."

Chairman WALSH. You say you ran that message how many times?

Mr. DALY. About seven times.

Chairman WALSH. Now, describe; did you ever have any calls from saloons?

Mr. DALY. No, sir.

Chairman WALSH. Did you ever have calls from houses in questionable localities?

Mr. DALY. No, sir.

Chairman WALSH. Your only experience with anything improper that you would say was to go after this "hop"?

Mr. DALY. Yes, sir.

Chairman WALSH. Why did your mother take you away from that employment?

Mr. DALY. She did not think that was any job for me.

Chairman WALSH. I think that is all.

Mr. Rosenberg.

TESTIMONY OF MR. ELI ROSENBERG.

Chairman WALSH. What is your name?

Mr. ROSENBERG. Eli Rosenberg.

Chairman WALSH. Where do you live?

Mr. ROSENBERG. 1125 South Racine Avenue.

Chairman WALSH. And your occupation?

Mr. ROSENBERG. Chauffeur.

Chairman WALSH. Were you ever in the employ of the Western Union?

Mr. ROSENBERG. Yes.

Chairman WALSH. When?

Mr. ROSENBERG. Up until October, in 1914. I quit work in October.

Chairman WALSH. October, 1914?

Mr. ROSENBERG. Yes.

Chairman WALSH. How long did you work for the company altogether?

Mr. ROSENBERG. A year and a half.

Chairman WALSH. What was your age when you were first employed?

Mr. ROSENBERG. Seventeen.

Chairman WALSH. Were you employed on day or night duty?

Mr. ROSENBERG. Night duty.

Chairman WALSH. What were your hours on night duty?

Mr. ROSENBERG. From 2 to 12.

Chairman WALSH. From 2 o'clock in the afternoon?

Mr. ROSENBERG. Yes.

Chairman WALSH. Until 12 o'clock at night?

Mr. ROSENBERG. Yes.

Chairman WALSH. What was your salary?

Mr. ROSENBERG. Thirty dollars a month.

Chairman WALSH. Thirty dollars a month?

Mr. ROSENBERG. Yes.

Chairman WALSH. Have you ever been sent into the so-called red-light district?

Mr. ROSENBERG. Yes.

Chairman WALSH. To purchase drugs for victims of the drug habit?

Mr. ROSENBERG. Yes, sir.

Chairman WALSH. Just give your general experience in that line.

Mr. ROSENBERG. A call from the office from a party on Cottage Grove to go to Archer Avenue—2121 Archer Avenue.

Chairman WALSH. Was that the same place this other boy testified about?

Mr. ROSENBERG. Yes.

Chairman WALSH. How often did you go there?

Mr. ROSENBERG. Once or twice a night.

Chairman WALSH. Every night?

Mr. ROSENBERG. Sometimes.

Chairman WALSH. Did you ever call the attention of your manager to what you were doing?

Mr. ROSENBERG. Yes, sir.

Chairman WALSH. Just state any conversation you had with him.
Mr. ROSENBERG. This party called up and told the manager to give me money to go and get the stuff.

Chairman WALSH. The party that called up told the manager to give you money to go and get the stuff?

Mr. ROSENBERG. Yes; to bring it over there and get the money there.

Chairman WALSH. Where did you get the money in those instances?

Mr. ROSENBERG. From the manager.

Chairman WALSH. Was this Chinaman—was this a Chinaman at whose place you purchased this opium?

Mr. ROSENBERG. Yes.

Chairman WALSH. Did you run any other messages in the red-light district other than that?

Mr. ROSENBERG. Yes.

Chairman WALSH. Just describe in a general way what you had to do.

Mr. ROSENBERG. There would be a call from there to go and get a note, get something from some one, a restaurant, something like that.

Chairman WALSH. Those were the houses of prostitution?

Mr. ROSENBERG. Yes.

Chairman WALSH. How general was that; while you were a messenger boy?

Mr. ROSENBERG. Oh, about once a night or so, according to how it ran.

Chairman WALSH. About once a night. What charge was made for that?

Mr. ROSENBERG. According to the distance we went.

Chairman WALSH. According to the distance?

Mr. ROSENBERG. Yes.

Chairman WALSH. Was that character of service general among the boys that you recall at that place—that worked at that place?

Mr. ROSENBERG. Yes.

Chairman WALSH. Where was your main office; where did you work at?

Mr. ROSENBERG. 106 East Twenty-second Street.

Chairman WALSH. 106 East Twenty-second Street?

Mr. ROSENBERG. Yes.

Chairman WALSH. Were you one of the boys that testified in the Federal court in a case involving the selling of this hop?

Mr. ROSENBERG. Yes.

Chairman WALSH. Were the defendants in that case convicted in court?

Mr. ROSENBERG. Yes.

Chairman WALSH. Were they convicted, or do you know whether or not they were convicted of sales of opium that were made to you through those parties?

Mr. ROSENBERG. I don't know about that.

Chairman WALSH. You don't know about that?

Mr. ROSENBERG. No.

Chairman WALSH. But you testified in the Federal court, so far as the opium was concerned, the same as you testified to here?

Mr. ROSENBERG. Yes.

Commissioner LENNON. Did the manager give you money to pay for the opium; did I understand that to be what you said?

Mr. ROSENBERG. Yes.

Commissioner GARRETSON. Were these call boxes that the calls came from?

Mr. ROSENBERG. Over the telephone.

Commissioner GARRETSON. Were there any call boxes that you were ever called on located in houses of that character?

Mr. ROSENBERG. No, sir.

Commissioner ARSHTON. What office were you working out of.

Mr. ROSENBERG. 106 East Twenty-second Street.

Commissioner ARSHTON. What was that, a branch office?

Mr. ROSENBERG. Yes.

Chairman WALSH. Who was the manager?

Mr. ROSENBERG. Charley Halubik, night manager.

Commissioner ARSHTON. What was that, a telegraph office, or an A. D. T.?

Mr. ROSENBERG. A telegraph and A. D. T.

Commissioner ARSHTON. Both?

Mr. ROSENBERG. Both.

Chairman WALSH. About what time did they continue that class of service?

Mr. ROSENBERG. Oh, all parts of the night.

Chairman WALSH. Did it run down to the time you left the service, in October, 1914?

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Mr. ROSENBERG. The time I was there, it was always going on.
Chairman WALSH. Did it continue down to the time that you quit in October, 1914?

Mr. ROSENBERG. Yes.

Commissioner AISHTON. In all cases, did the manager give you money for the hop?

Mr. ROSENBERG. If the party called up told him to give it to me, send to a certain house where she called from, they give it to me.

Commissioner AISHTON. You don't know where the manager got the money from?

Mr. ROSENBERG. No.

Commissioner O'CONNELL. How much money would he give you?

Mr. ROSENBERG. According to how much they wanted.

Commissioner O'CONNELL. How much did he give you?

Mr. ROSENBERG. The call came to the manager, they would call up for to send me down.

Commissioner O'CONNELL. Why did you leave the service of the company?

Mr. ROSENBERG. I got another position.

Commissioner O'CONNELL. You got another position?

Mr. ROSENBERG. Yes.

Chairman WALSH. What were the largest purchases of opium that you made?

Mr. ROSENBERG. From \$1 to \$5.

Chairman WALSH. How is that?

Mr. ROSENBERG. From \$1 to \$5.

Chairman WALSH. Did you always go to buy the hop for the same people, or did you get it for different people?

Mr. ROSENBERG. Mostly for the same people.

Chairman WALSH. Mostly for the same people, at this same residence?

Mr. ROSENBERG. Yes.

Chairman WALSH. Do you know how the manager recovered the money that he advanced for the hop, or how he worked it?

Mr. ROSENBERG. The party used to give me the money.

Chairman WALSH. The manager would advance the money, and then you would collect it?

Mr. ROSENBERG. And give it back to him.

Commissioner AISHTON. Did anybody, the night manager, tell you anything about how to get the hop?

Mr. ROSENBERG. No, sir.

Commissioner AISHTON. Just the night manager?

Mr. ROSENBERG. Just the night manager.

Chairman WALSH. How many boys were located at that place at night?

Mr. ROSENBERG. At night?

Chairman WALSH. Yes.

Mr. ROSENBERG. Three boys.

Chairman WALSH. At that station on Twenty-second Street?

Mr. ROSENBERG. Three boys at night.

Chairman WALSH. That is all, you may be excused.

Mr. Shrimpton.

TESTIMONY OF MR. B. F. SHRIMPTON.

Chairman WALSH. What is your name, please?

Mr. SHRIMPTON. B. Frank Shrimpton.

Chairman WALSH. B. F. Shrimpton?

Mr. SHRIMPTON. Yes, sir.

Chairman WALSH. Where do you reside?

Mr. SHRIMPTON. Why, I reside in New Jersey; but I am secretary-treasurer of our New York local.

Chairman WALSH. What New York local?

Mr. SHRIMPTON. The Commercial Telegraphers' Union.

Chairman WALSH. Of what?

Mr. SHRIMPTON. The C. T. U., of New York.

Chairman WALSH. Have you worked for the Western Union?

Mr. SHRIMPTON. Yes, sir.

Chairman WALSH. When and where did you work for them?

Mr. SHRIMPTON. I started on the messenger force of the Western Union Telegraph Co. in Kansas City in 1893.

Chairman WALSH. Just state any conversation you had with him.
Mr. ROSENBERG. This party called up and told the manager to give me money to go and get the stuff.

Chairman WALSH. The party that called up told the manager to give you money to go and get the stuff?

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Chairman WALSH. About what time did they continue that class of service?

Mr. ROSENBERG. Oh, all parts of the night.

Chairman WALSH. Did it run down to the time you left the service, in October, 1914?

This system of putting a spy in the office to pry out from an employee his opinion as to the conditions or to get his idea of grievances, and then report them along with the complainant's name, and, perhaps, resulting in discharge, has gone so far, as one man told me recently, that "I have practically become a dummy around the office. I talk to no one; come in, maybe say 'good morning' or 'good afternoon' to some that are present—to this or that person—sit down and do my work and go out. I am afraid to make any remark that might even be construed as a complaint against conditions."

Another man, whom I called on at his residence, invited me to take a walk down the street. He did not even want to talk to me before his wife for fear that she would, perhaps, innocently repeat to some spotter's wife what he had said and thereby cause his discharge.

But this idea of sending these men around, by the company, to gather these grievances from the men, has been in vogue for sometime—for years. But, of course, everyone in the office, every employee, realizes that the company has such employees gathering from the men their ideas of what the grievances are. And they realize that the company is not so much engaged in this work for the purpose of finding out what the real grievances of the men are as they are for cutting down the agitation and for the purpose of learning the identity of those who are dissatisfied and getting them out of the service.

And in the New York office the working conditions now—as one man, who has been in the service for years told me—are unspeakably worse than he ever saw them before in his life, and that the employees dare not display any dissatisfaction, or dare not make any grievances known. They are not invited to come up and express their grievances freely. They have no source of doing so. If they go to their next immediate superior and complain, perhaps he repeats it to his superior and perhaps he does not. The man gets set down perhaps as an agitator or as a faultfinder and at the first opportunity he is subjected to dismissal. If it goes up to higher officials it is often referred back to the same petty official, and he then considers that this man has an individual grievance against him as a chief, and the man is liable to be subjected to unpleasant things in the service. So that, taken all in all, all this testimony on the part of the officials of the company that the men have any source of making their grievances known to the higher officials is absolutely refuted by the conditions that do actually exist down there, as I know from actual conversation with these men.

These men on the inside will talk to me more freely than they will to anybody in that office, because they know that I will not repeat what they have said to me to anybody and give their names.

Chairman WALSH. How far would you say your inquiry had extended; how many people have you talked to?

Mr. SHRIMPTON. I might say, by way of preface, that I have been engaged for the last year and a half in writing a history of our movement from its beginning. During the course of this service I have talked to a great many men; and, since I knew I was coming before this commission, I made it a point to talk to as many as I could. I endeavored to get the information of both young and old employees; not alone members of the union, you understand, but nonmembers of the union. I have not discriminated against those who were not members of the union.

The new Western Union office, located at No. 24 Walker Street, covers a good deal of space. The office is a large one.

Chairman WALSH. About how many employees?

Mr. SHRIMPTON. They have there about 1,200, I should say. The office covers a great deal of space. Of course, in going in and getting out of the office some time is consumed.

The Western Union permits short reliefs in the morning and in the afternoon, when they can be obtained, of 10 minutes. It requires 5 minutes to get out of and back into the room, so that if a person is off the wire from the time he is relieved on the wire until he returns for 10 minutes he has 5 minutes, or sometimes less perhaps, to attend to the calls of nature and take a little rest.

Lunch reliefs are limited to 30 minutes despite the fact that we have a law on the statute books in New York providing that they shall be an hour. The attorney general kindly excused the telegraph companies from the operation of this law. They are allowed 30 minutes for lunch relief, and it takes 15 minutes of that time to get from their chairs in the office down to the street and back again, and that allows them but 15 minutes to get to a restaurant, eat, and get back to the entrance to the office.

Chairman WALSH. You say it takes 15 minutes?

Mr. SHRIMPTON. That is what they tell me. As a general rule, it will take 15 minutes from the time they leave the wire, go to the locker and get their hats, go down on the elevator and out onto the street, and return. Of course, there is a certain little amount of detail that they have to attend to—getting up off the wire, being relieved, marking off their numbers, and punching the clock.

Chairman WALSH. Do you know anything of the existence of the so-called black list by the telegraph companies that is maintained by the telegraph companies?

Mr. SHRIMPTON. I have seen copies of what would be actually and legally, I think, termed a black list—that is, a list of employees discharged by the Western Union Telegraph Co.—which had been sent to railroad companies. Now, whether this list is sent to other telegraph companies or to any other employers of telegraphers I can't say. But I know it is sent to railroad companies, and I see no other reason except to keep the men so discharged from gaining employment on those roads; and I take it that a legal definition of a black list is such a document as that. There are different degrees to it, but that probably constitutes a legal black list.

Then there is an effectual black list. When a man is discharged by the Western Union, for instance, in Chicago, "for cause," if he goes anywhere in the United States to a Western Union office that record follows him. Let me illustrate. Let us say he goes to the Postal Co. They ask him where he last worked. Probably they will ask whether he ever worked for the Postal. Maybe he never worked for the Postal. All right. "Where did you work for the Western Union?" "So-and-so." They refer there. The Western Union tells them he was discharged "for cause," or any other reason, or no reason. Now, if the Postal refuses to give him employment because of what the Western Union has told them he, as a commercial telegrapher, has no other source of employment, except as some of us have been fortunate enough to find employment with people who do not come under the influence of the Western Union Telegraph Co. Of course that number is small compared with the number of telegraphers employed by the telegraph companies.

Chairman WALSH. Have you any reason to believe that your name is on the black list?

Mr. SHRIMPTON. Well, whether it ever has been sent out or not I don't know. I do know the last place I worked for the Western Union was Reno, Nev. I left there in 1905, and was told by the manager that my services were entirely satisfactory. In fact, he was sorry I was leaving, and if I ever came back there was an open door.

The next time I applied to the Western Union for a position was at Dallas, Tex., in 1908. I reached there about the 1st of February and went up to see the chief operator of the Western Union, with whom I had an acquaintance. He told me that he was not going to put on anybody during February, a short month; that he was not going to hire anybody at all before March 1; but if I wanted to call after February there might be something doing. So I went up to see him every once in a while, and one day he asked me casually where I had been recently. I told him I had been up near Chicago; and further than that I didn't give him any reference, and he did not ask where I had worked for the Western Union. He did not ask for any references then.

Along about the 1st of March he called me up to his desk one day—I had been going up there to see him right along—and said, "They tell me you have been secretary to Wesley Russell." I said, "Who did?" "Oh," he said, "you said you had been in Chicago, and I referred to Chicago, and they tell me you have been secretary to Wesley Russell." I had during the strike and previously thereto been employed at our union headquarters under Mr. Russell, the general secretary-treasurer.

He then proceeded to lay me out for having remained in the organization since the strike, and told me that he would sooner give our then ex-President Small a position than me. I asked him why. He said, "Small has not been in the union since this strike, and you have." And after that a few more remarks followed, in the course of which he told me that there was absolutely no chance for me to go to work. He had intended to put me on, but he could not now. I facetiously remarked that I would go downstairs (meaning to the superintendent's office) and get it fixed up. He said, "You will have to go higher than that." So I don't know whether my name is on the list or not,

but I do know I was debarred from employment in any other part of the United States.

Chairman WALSH. What steps, in your opinion, might be taken to remedy the conditions complained of in the telegraph industry?

Mr. SHRIMPTON. In my opinion there is only one thing to do, unless the Government secures control of the telegraph, and that is to provide a means whereby we may have a free right to organize and be permitted to exercise that right. Now, if we have the right to organize we can handle our own grievances, but without an organization we can't. If the telegraph companies can prevent us from organizing they can prevent us from remedying any grievances that we have, and my only idea of how that could be remedied would be the passage of a law by Congress prohibiting any interstate commerce business or corporation from interfering in any manner in that regard—in regard to organizing by their employees—and in making that law exempt from review by the United States Supreme Court. I do not believe we can get a law of that kind through the courts, but Congress has the right to withhold from the Supreme Court the right of reviewing a law, and that is the only way, I figure, that we can ever get it.

Chairman WALSH. You refer to the Supreme Court of the United States.

Mr. SHRIMPTON. Well, I do not particularly refer to the Supreme Court; what I mean—

Chairman WALSH (interrupting). Courts of the last resort.

Mr. SHRIMPTON. If it went as high as that it might not get to the Supreme Court of the United States. It would be declared unconstitutional somewhere between Congress and the Supreme Court of the United States. Just as the law out in Kansas has been declared unconstitutional on that point.

Chairman WALSH. Do you have any information with regard to the financial history of the Western Union?

Mr. SHRIMPTON. I have written it down and I will read it. "The Western Union Telegraph Co. of to-day"—

Chairman WALSH. Is there any different data in that from what was submitted by Mr. Konenkamp?

Mr. SHRIMPTON. Yes; and I might say that Mr. Konenkamp referred to one publication. I have been engaged, as I say, for 18 months in delving into all the records that I could get hold of, and this is my best judgment of the various accounts that I have been able to find. It is entirely different material.

Chairman WALSH. All right; you may proceed.

Mr. SHRIMPTON (reading). The Western Union Telegraph Co. of to-day represents the consolidation of about 50 different telegraph companies, some of which were of as great a magnitude as the Western Union itself, while many of them of course, were small local and in some cases noncompeting lines. The present Western Union Co. was organized and incorporated as the New York & Mississippi Valley Telegraph Co. under the laws of the State of New York, April 1, 1853. The original capitalization was \$500,000, of which only about \$370,000 was ever paid in. A two-wire line was constructed between Buffalo, N. Y., and Detroit, Mich., costing not over \$300,000, including office equipment. In 1856 this company absorbed the Erie & Michigan and the Southern Michigan Cos. and changed its name to the Western Union Telegraph Co. These acquired lines cost about \$200,000. They were built by Col. J. J. Speed, a contractor, and subsequently purchased by Ezra Cornell, of Ithaca, N. Y., who had in 1844 assisted Prof. Morse in the construction of his experimental line between Washington and Baltimore. Cornell was averse to the consolidation scheme, and for a long time rejected all the propositions made to him by the New York & Mississippi Valley people. The latter, however, were determined to have this property, even resorting to threats of personal violence in order to attain their ends. An example of their unscrupulous methods in this connection was enacted at Chicago, where they surreptitiously secured the services of Cornell's manager there in substituting the name of the New York & Mississippi Valley Co. for that of Cornell's company. This office was located in the most desirable part of the city, and its loss, accompanied by the throwing into the street of his equipment, ruined his business at that point. He was eventually forced, through inability to raise funds with which to rehabilitate his rapidly deteriorating line, to sell. Of course, he secured Western Union stock in exchange for his company's shares and later became immensely wealthy thereby, becoming a director of the Western Union Co. afterwards. Thus did the Western Union start on its absorption campaign, and thus has it continued through these 50 years. It has brought under its control either by purchase or lease every other company estab-

lished with the exception of the Bankers & Merchants and the American Rapid, which went into the Postal Telegraph Co.'s system. The Postal is the only company that has held aloof from the monopoly.

Practically all the companies absorbed were acquired through the issuance and the exchange of Western Union shares for those of the original companies and, without exception, at highly inflated figures. For example, the American Telegraph Co., taken over in 1866, was organized in 1854, with a capitalization of \$200,000; increased later to \$1,700,000; and just prior to its consolidation with the Western Union again increased to \$4,000,000. The property was probably not worth over \$1,500,000. Yet the Western Union issued nearly \$12,000,000 worth of stock in its purchase. The United States Co., which also went into the combine in 1866, cost the Western Union in additional stock \$7,179,100, while a physical valuation of the property was placed at \$1,443,000. The Pacific & Atlantic, acquired in 1874, was built for about \$500,000, but the Western Union increased its capitalization by \$2,000,000 when taking it over. The American Union Telegraph Co., with which Jay Gould jimmied into the Western Union, cost, probably, about \$3,000,000 to build, yet it required an increase of \$15,000,000 in the latter company's capital stock when absorbed in 1881.

Here are a few of Western Union's stock dividends: August 19, 1858, 33 per cent; September 20, of the same year, 414.40 per cent; July 16, 1862, 27.26 per cent; December 23, 1863, 33½ per cent; May, 1864, 100 per cent. The last named was accompanied by a statement that the doubling of the capitalization was arbitrary and for the purpose of cheapening the market price of the stock, which was selling around \$200 per share. (From the statement of President J. H. Wade, October 1, 1865.) On December 3, 1892, a 10 per cent stock dividend was paid.

From the best information I have been able to procure, the actual building cost of the original Western Union lines and all lines absorbed by that company did not represent an expenditure of over \$15,000,000. Of course, all of these original lines, poles, and wires have become worthless through age. Their replacement and the erection of new lines have been charged to operating expenses, and therefore have come out of the earnings. Reasoning thus, it will be seen that the Western Union Co. has earned, in addition to the dividends it has paid, the wherewithal to entirely reconstruct its plant.

It is our contention that the company has earned abnormal returns on its capital actually invested since its very inception, and that it is still earning a much higher percentage, considering its highly liquefied assets, than its present dividend rate would indicate. Now, rates have varied. In early days the rates were, of course, pretty high. After the construction of lines became more easy and competition came in they were lower; later on increased again.

The first telegraph in this country was opened for business in 1846. During the first 20 years of the life of our telegraphic development, or until the Western Union obtained a monopoly in 1866, the operators had very little cause for complaint. This is evidenced by the fact that they created in 1863, unopposed by the employers, an organization of an entirely beneficent nature, known as the National Telegraphic Union. That organization's constitution contained no strike clause and made no provision for the handling of grievances or establishing salaries. As a matter of fact, there were no grievances, and salaries were satisfactory. At the time of the consolidation of the American and United States Telegraph Cos. with the Western Union salaries in New York ranged from \$110 to \$118 per month; annual vacations with pay were granted the telegraphers; time lost on account of sickness was not deducted; hours were reasonable and working conditions very good. There have been statements made here that about this time there were no regular hours and that the men worked as much as 12 or 13 hours without extra pay. My information is that pay for overtime was not general at that time, but the impression created by the testimony would naturally be that these 12 or 13 hour days were regular things, whereas they were not. In those days wire trouble, due to various causes, was prevalent, just as it is now, and occasionally business became congested in the same manner as at the present time. Now the telegraph companies keep large numbers of men sitting idle, at their own expense, in a waiting room pending these congested periods. In the sixties these conditions did not obtain. There were no waiting lists. The employers maintained a force sufficient to handle ordinary overpressures of business, but, of course, there were times when the interruptions to the wires were so prolonged that the congestion became abnormal. In these emergencies the men did work long hours without extra compensation, but all the while that the interruption continued they had sat around

the office or strolled out upon the near-by streets, and their pay went on. Nothing like that nowadays; no service, no pay.

Statements have been made here by officials of the telegraph companies to the effect that salaries in 1870 ranged from \$65 to \$115 per month. I didn't know it was as bad as that; that the Western Union had reduced the minimum \$35 per month so quickly. I do know that as soon as the Western Union became master of the situation its policy toward its employees underwent an entire change. Salaries were lowered, vacations were abolished, lost time because of illness or otherwise was deducted, and hours of service were lengthened; privileges were withdrawn and an odious discipline inaugurated. In saying that the hours of service were lengthened I refer to the compulsory hours. While, as I stated previously, the men sometimes did work 12 or 13 hours, there were days and nights when business was unusually quiet, and the entire force was unnecessary to handle the volume of business. On such occasions some of the men would be excused without suffering any deduction from their regular salary. This practice the Western Union discontinued.

The Telegrapher, the official organ of the National Telegraphic Union, said editorially in its issue of November 2, 1867, only a little more than a year after the Western Union had acquired a monopoly of the telegraph business of the country:

"They (the officials of the Western Union) seem to consider that the employees of the company have no rights which they are under obligations to respect; and only under the pressure of active competition have they conceded to them anything more than a bare right to existence, and such compensation as was actually necessary to sustain them in fair working condition. One by one, all the privileges enjoyed have been withdrawn, and the remonstrances have been met with indifference or studied insult. They have been told that if they were not satisfied with the oppressive rules of that company, or with the compensation doled out to them, their services were no longer required, and they were at liberty to provide themselves with more congenial situations; and in this way many of the best telegraphers in the country—men who had spent their lives in acquiring excellence and proficiency in their profession—have been compelled to seek other employment and abandon the business.

"The vacations, rendered necessary by the close application to an onerous and exhausting employment, always heretofore allowed to their employees by even the poorest telegraph companies, have been denied them, and they have been required to labor on until exhausted nature succumbed, and when sick, even when such illness has been incurred in the service of the company, the pittance allowed for their services has been systematically withheld; and this, too, when the stockholders were receiving large dividends on the capital actually invested."

The Telegrapher further said editorially in its issue of November 16, 1867:

"It is well known that as soon as the Western Union had obtained a virtual monopoly of the business through consolidation with itself of the United States and American companies it instituted a system of reduction of compensation, not in a ratio with the changed circumstances of the times or from pecuniosity, but founded upon the fact that there was no other considerable employer of telegraphic skill, and that submission to its exactions or an abandonment of the business were the only alternatives of its employees. To such an extent has this been carried that the company has alienated from itself the sympathies and good will of a great portion of its employees."

As conditions grew steadily worse, the telegraphers commenced to realize that they needed a protective organization, and conversion of the National Telegraphic Union into such an organization was advocated. In this the Western Union saw a menace and set about destroying the organization, because, although it was officially harmless, it provided a means of collective reasoning, and collective reasoning might lead to collective action—the one particular thing that the Western Union has always feared, abhorred, and fought. The company was in its infancy then and adopted "kid-glove" policies instead of the "strong-arm" tactics of our day. It used printers' ink rather than spotters and a "discharged" list. In February, 1867, the company established, with two of the well-known telegraphers of that day as ostensible owners and publishers, a periodical similar to the union's official organ. This publication was named The Telegraphic Journal and attacked the telegraphers' association from one angle or another in each issue. Its method appeared to be to create internecine strife in the ranks of the union. One of the men whose services the company had secured in the launching of its sheet severed his connection with

t as soon as he learned of its character. In November of the same year the Western Union acknowledged its paternity of the paper, took it over, and changed its name to *The Journal of the Telegraph*; and it has ever since remained the official organ of the Western Union.

The National Telegraphic Union at its annual convention in September, 1867, created a committee to inaugurate an insurance department. The establishment of this department was consummated and announced ready for business on October 19, 1867. Two days later emissaries of the Western Union held a meeting in New York and organized a rival insurance bureau, with officials of the Western Union as officers, styled the Telegraphers' Mutual Life Insurance Association. The employees of the company were beseeched to become members of the company's bureau in preference to that of the union's. One bill for the initiation fee and dues were accepted from the employees by the company. The name of the company's bureau was later changed to the Telegraphers' Mutual Benefit Association, and it has always been officered by the officials of the company. The company's motives in establishing both the paper and the insurance bureau are obvious.

Although the rank and file of the National Telegraphic Union favored making the organization one that could at least attempt to curb the encroachments of the company upon the liberties and earning powers of the employees, the dominant factors in the organization either through fear of complete embargo against the union on the company's part, or because of the influence exerted in other directions by the company, failed to adopt a secrecy clause introduced at the 1867 convention. Because of this and the continued attacks of the company the National Telegraphic Union rapidly deteriorated and in its stead came a secret organization, known as the Telegraphers' Protective League, which was of a character which its name implies. Its formation began in August, 1868, and it had a quiet but rapid growth.

Although a gradual lowering of the minimum wage had been going on ever since the consolidation in 1866, no perpendicular cuts were attempted until the 1st of January, 1870, when a decrease of the maximum was attempted at San Francisco, where some of the reductions amounted to 20 per cent, or from \$120 per month to \$100. Protests from those affected brought about the dismissal of two men, one an official of the league, and the threatened discharge of others. This resulted in a walk-out of the remaining force at San Francisco, and also at Sacramento. The matter was at once taken up by the national officers of the league at New York, and a committee of three was appointed to confer with the Western Union officials. This committee addressed a communication to the company in regard to the affair at San Francisco, which I will not quote as the company's reply practically does so. This reply was made by the treasurer of the company, the president being in Europe. It will be observed that this official statement denies that any reductions of salaries had been made or contemplated. This position not only was not receded from, but was reiterated in the company's official organ, *The Journal of the Telegraph*, in its issue of January 15, 1870, from which the reply is copied. Here it is:

"EXECUTIVE OFFICE, WESTERN UNION TELEGRAPH CO.,

"145 Broadway, New York, January 4, 1870.

"MESSRS. W. W. BURHANS, C. J. RYAN, and J. M. PETERS, Committee.

"GENTLEMEN: Your communication of this morning has been received, in which you state, in the form of a resolution, that the members of your association have been informed that this company has reduced the salaries of certain operators at San Francisco, and that the members of your association at San Francisco ask the members everywhere to aid them in preventing the reduction, and in which you ask that the salaries of members at that point be not reduced, and that the operators there who have been discharged for refusing to submit to this reduction be reinstated, and in which you also state that in case the executive committee of this company return an unfavorable answer to you that the grand chief operator of the Telegraphers' Protective League be requested to order all members of your association to aid your brethren in San Francisco by immediately suspending work.

"In reply I have to state that no salaries of operators in San Francisco or elsewhere have been reduced, and that your information is without foundation in fact. When Mr. Burhans called upon me yesterday I stated to him, verbally, that he must be laboring under a mistake, as there had been no intimation given to this office of any contemplated reduction of salaries, and at his re-

quest I asked Mr. Mumford, our agent, at San Francisco, to state the facts. I give this message in reply to such inquiry, in which he states as follows:

"I have reduced no salaries here, nor anywhere, and have had no intention of doing so. Two men were discharged in San Francisco, because I was satisfied that they were trying to create dissatisfaction and make mischief, and because the force in the office was larger than was necessary to do our business. The plea of a general reduction without the slightest foundation as a matter of fact."

Chairman WALSH. I do not want to interrupt you, but as that seems to be a review, somewhat of a historical review of the subject, if you will submit it, we will put it in the record and take it up when we take up the whole matter, unless there are some salient features that you would like to give orally. We would be obliged if you will do that.

Mr. SHRIMPTON. I did not finish it. I intended to file it, but I did not get the written statement completed, and if you wish I can finish it.

Chairman WALSH. It will save considerable time.

Mr. SHRIMPTON. I can finish it later on.

Chairman WALSH. Please do so, and submit it for the record.

(The continuation of the written statement above referred to and submitted by witness appears among the exhibits at the end of this subject as "Shrimpton Exhibit.")

Chairman WALSH. I was going to ask you whether or not you have observed the practice in New York with reference to the handling of messenger boys; that is, whether they are used to carry messages to and from disreputable resorts in New York?

Mr. SHRIMPTON. In New York, of course, conditions are somewhat like they are in Chicago. We have no segregated district. A house of that—houses of that character are under cover. I do not know myself where they might be located. I have not given that angle of it very much consideration.

Chairman WALSH. I understood you had made some investigation of that sort.

Mr. SHRIMPTON. No; I have not. I did not know of the matter of messenger boys coming up, or I might have obtained some information. I do know that when I was a messenger boy such conditions did obtain in Kansas City.

Chairman WALSH. Did you have some questions, Commissioner Ashton?

Mr. SHRIMPTON. I have some more here.

Chairman WALSH. Very good.

Mr. SHRIMPTON. I have got considerable more of this matter that I will put into this statement. I will just bring out a few points here in reference to matters that have been testified to. For instance, the strike periods, previous to the strike; would you care to have me do that?

Chairman WALSH. First the 1907 strike, for instance.

Mr. SHRIMPTON. Before that, would you care to have me recite anything?

Chairman WALSH. Could you put that into the record? That is a matter that is apparently historical. But anything you wish to reply to that has taken place here, we will be glad to have you do it. Anything you want to volunteer as to present conditions, matters that are apparently historical, it would be some benefit—more beneficial to the commission to have them written out.

Mr. SHRIMPTON. I will write those out, then, and submit them later. I will have to get back to New York. However, the cumulative argument of this statement would be that there was a psychological reason for certain things that happened in 1907 which have been criticized rather severely on the stand from the other side.

The company has used various methods all through its career, as will be shown by this statement, to prevent the telegraphers from organizing, and they have been able to do it to a great extent. Once or twice the telegraphers worked too fast for them and got organized.

In 1883 they organized quietly, and the Western Union was surprised to learn that they were as formidable as they were.

In 1906 and 1907 business was good—both were good years. The telegraphers were, along with other people, pretty well employed—steadily employed. The business was so good that the Western Union took advantage of it and increased the rates, and the telegraphers were compelled to work a great deal of overtime that year that they did not want to work. They were compelled to work, when they were doing their best to refrain from working overtime. They were working too long; their nervous tension was great on that account; they had been working so much they had not been in a position to spend the money

they had been earning. For the first time in the history, or the first time in the lives, of some of those men they had a little money in their pockets in excess of their necessary expenses. And the organization of the men was so rapid that the telegraph company did not have time to resist it. It was like the prairie fire when started, and the companies could not stop it, or rather could not check it in time to stop it. The men organized, but not through any relaxation of policy on the part of the Western Union Telegraph Co. The policy changed after the men had organized, and the company could not help itself, and I know that Mr. Russell and Mr. Konenkamp, contrary to the charges made by the officers of the Western Union, endeavored to prevent that strike. In fact President Small explained to me, I think less than three months before that strike, that there would never be a general strike of the commercial telegraphers while he was president. He was assuming that he could prevent it. I do not think it could be justly charged that the officers of the union were responsible for that strike. It was an upheaval from below, the accumulated fire of years of oppression that burst out and could not have been prevented. The men themselves, the employees of the company, had their first taste of liberty.

Now, if the companies had not fought organization for all these years and wrought these men up to such a pitch that when they got the power they used it as they did, things would have been different.

The telegraphers are responsible people, as a rule.

I have heard it here charged that this is not a responsible organization; that they do not recognize the Commercial Telegraphers' Union because it is irresponsible; controlled, officered, or numbered by irresponsible people. This is not only a reflection upon the members of this union, but also upon the telegraph officials that made it, as they rose from the ranks of which the union is composed.

The organization is willing and anxious to do anything in its power to reach amicable relations with the Western Union Telegraph Co. or any other employer. I do not think that at any time when the telegraphers have been in a position to ask anything of the companies that they have asked anything very unjust.

There are two different Western Union officials who testified here. They say the conditions are not what they should be; that the telegraphers are overpaid. How can they in justice charge that our demands for increased salaries are unreasonable?

Chairman WALSH. You said overpaid; you mean underpaid, do you not?

Mr. SHRIMPSON. Underpaid; yes. But Mr. Reynolds, on the other hand, comes here and suavely states that all is well in his company. Now, I can not help but think that Mr. Reynolds is deceiving himself, because the conditions are not good in the Postal. There is dissatisfaction, and I know that men I have known for several years would not come lying to me and telling me they are not satisfied up there when they are satisfied. I have not gone to them soliciting these remarks. They have come to me voluntarily and told me that they were dissatisfied.

For instance, in the short relief matter, the short relief in the Postal is almost unknown to-day. It is very difficult in the Western Union office to get a short relief. They do not come around and give you short reliefs as they should, in order to properly regulate a person. Such reliefs should be rendered systematically. There should be some stipulated time, I think. The irregular reliefs are a bad thing, and, of course, no reliefs are worse.

The split-trick system is not satisfactory. The long and short messages which have been mentioned here—

Chairman WALSH. You mean the Postal?

Mr. SHRIMPSON. In the Postal. The same thing would apply to the Western Union. Now, it is true that the short messages have gotten on to the bonus wires, but not with the company's knowledge and consent at all times. Of course, now they do have some wires on which they permit them. But, for instance, there is only one wire being worked between two cities, say New York and Chicago. Business is coming in continually and the operator, perhaps, has on an average for 30 minutes or an hour 10 or 15 messages before him all the time. Perhaps they commence to increase. He gets a little more of a pile—25 messages. That may mean that they will pretty soon start a second wire. Therefore, he naturally, of course, picks out the short messages in order to make time, and he slips the long messages on the bottom of the pack, thereby delaying them. Pretty soon they start a second wire, and the operator appointed to that wire is given a bunch of messages consisting of

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many of the long ones that have been slipped onto the bottom. Now, that man is expected, all men are expected to maintain a certain average, which is impossible if all the messages are long.

Chairman WALSH. Mr. Shrimpton, we have some witnesses subpoenaed here, and Mr. West says they want to get away, and if it would not interrupt you too much, we would like to put these witnesses on. They are from the Postal and are working.

Mr. SHRIMPTON. That would not be any interruption, but I want to get through myself.

Chairman WALSH. You want to get away, do you?

Mr. SHRIMPTON. Yes; as soon as I get through. I want to know if I may be permanently excused now?

Chairman WALSH. Yes; you may be permanently excused.

Mr. SHRIMPTON. I will get these papers together as soon as I can and submit them to the commission.

(See "Shrimpton Exhibit," which appears among the exhibits at end of this subject.)

TESTIMONY OF MR. W. T. RUSSELL.

Chairman WALSH. What is your name?

Mr. RUSSELL. W. T. Russell.

Chairman WALSH. Where do you reside?

Mr. RUSSELL. 2325 North Albany.

Chairman WALSH. Chicago, Ill.?

Mr. RUSSELL. Chicago.

Chairman WALSH. What is your business?

Mr. RUSSELL. Telegrapher.

Chairman WALSH. You were subpoenaed to appear here as a witness this afternoon?

Mr. RUSSELL. Yes, sir.

Chairman WALSH. What company are you working for?

Mr. RUSSELL. Postal.

Chairman WALSH. Are you a member of the Commercial Telegraphers' Union?

Mr. RUSSELL. No, sir.

Chairman WALSH. Have you ever been?

Mr. RUSSELL. Yes, sir.

Chairman WALSH. How long since?

Mr. RUSSELL. June 30, 1914.

Chairman WALSH. Are you employed as a telegrapher by the Postal Telegraph Co. at the present time?

Mr. RUSSELL. I am.

Chairman WALSH. How long have you been employed by the Postal Telegraph Co.?

Mr. RUSSELL. Well, I was discharged—I have been there the last time since last October. Previous from February, 1912, to May, 1914, in Chicago. Was at Birmingham, Ala., six months previous to this.

Chairman WALSH. Are you actually in their employ now?

Mr. RUSSELL. I am.

Chairman WALSH. What are your wages?

Mr. RUSSELL. Eighty-five dollars.

Chairman WALSH. Mr. Reynolds, of the Postal Co., testified here yesterday that there was no dissatisfaction among the Postal telegraphers, no complaint as to wages, hours, or conditions of labor. What have you to say as to this?

Mr. RUSSELL. Quite to the contrary. There is much dissatisfaction.

Chairman WALSH. Growing out of what?

Mr. RUSSELL. Out of conditions; the way men are hounded on the great average, the speeding-up system.

Chairman WALSH. Tell what you mean by the great average.

Mr. RUSSELL. The Postal requires you to do 25 numbers per hour. That is, they expect you to do 25 numbers per hour, regardless of the length, and every hour you do not do that you have to make a statement as to why you don't. If you fail, if it begins to get down below 25, you are cautioned, and subject to dismissal.

Chairman WALSH. What other things, what other complaints, if any, have you?

Mr. RUSSELL. The short relief business.

Chairman WALSH. Just describe what that is.

Mr. RUSSELL. The short relief is to answer the calls of nature. Probably some morning you will go to work at 8 o'clock and work clear through until 4, and would not be out for lunch, and you have no 15 minutes short relief.

Chairman WALSH. Anything else?

Mr. RUSSELL. The hours, especially the extra men.

Chairman WALSH. Just describe that.

Mr. RUSSELL. Requiring you to report for duty early in the morning and sign up to get on record, and stay until 7.30 at night; sometimes get in 10 minutes at a time and be marked off 15 or 20 minutes, and possibly an hour; work 10 minutes again and possibly be marked off for 5, and get on again and get marked off for 5 minutes.

Chairman WALSH. You say you get \$85 per month?

Mr. RUSSELL. Yes.

Chairman WALSH. Do you make full time?

Mr. RUSSELL. No.

Chairman WALSH. What are your actual earnings per month?

Mr. RUSSELL. For the last six months they have averaged around \$35 to \$40.

Chairman WALSH. Mr. Reynolds presented the constitution and by-laws of an organization in your company by which grievances might be presented to the management. Why do you not present your grievances to the management through that form of organization?

Mr. RUSSELL. I do not belong to that. I do not know anything about it. I tried to take up a grievance with Mr. Reynolds when I was discharged over there last May. I wrote him a letter, and I got no acknowledgment at all.

Chairman WALSH. Now, have you any other comment to make upon the conditions of your employment?

Mr. RUSSELL. The working conditions, the way they are put in there, they have what is called the cabinet.

Chairman WALSH. What is that?

Mr. RUSSELL. The cabinet; it is a condensed board—rather it is more like a switch board with the instruments cut in on tables. The men are placed too close together; you have no room to work, and it is discomfort to try to work, crowded up in long rows. It is dangerous also; if there was a fire you would not be able to get out of the room, and it is too hot in the summer time.

Chairman WALSH. To what extent would you say now that the dissatisfaction which you express here exists among the men of the Postal Telegraph service in this city?

Mr. RUSSELL. To a general extent.

Chairman WALSH. To a general extent?

Mr. RUSSELL. I do not believe myself personally that there are two men in the office satisfied with the conditions.

Chairman WALSH. How many men are in the office?

Mr. RUSSELL. Well, that I don't know; there are possibly 300 men.

Chairman WALSH. You think there are 300 men?

Mr. RUSSELL. Yes.

Chairman WALSH. Any questions, gentlemen?

Commissioner AUSTON. You are on the extra list, Mr. Russell?

Mr. RUSSELL. I am; yes, sir.

Chairman WALSH. That is all; you will be excused.

SUPPLEMENTARY STATEMENTS

In regard to the short relief periods, it sometimes happens that a great many employees do get short reliefs, but it is the time it takes to get one. I can not recall one instance where I have requested a relief and received same within an hour of the time the request was presented, nor do I know of such a case.

W. T. RUSSELL.

TESTIMONY OF MR. S. P. AUBRAY.

Chairman WALSH. What is your name?

Mr. AUBRAY. S. P. Aubray.

Chairman WALSH. And what is your business?

Mr. AUBRAY. Telegrapher.

Chairman WALSH. How long have you followed that business?

Mr. AUBRAY. Fourteen years.

Chairman WALSH. Are you employed as a telegraph operator by the Postal Telegraph Co.?

Mr. AUBRAY. Yes, sir.

Chairman WALSH. How long have you been in the employ of that company?

Mr. AUBRAY. This last time, I have been with the Postal for about eight months.

Chairman WALSH. Are you a married man or single?

Mr. AUBRAY. Single.

Chairman WALSH. Mr. Reynolds, the general manager of the Postal Telegraph Co., testified upon yesterday that there was no dissatisfaction among the Postal telegraphers and no complaints as to wages, hours, or conditions. What do you have to say as to that?

Mr. AUBRAY. Well, I have been dissatisfied practically all my life with the telegraphers' conditions in the telegraph company, and that is the reason I struck in 1907.

There was an operator came around this morning, he was a half minute late, and they laid him off and made him wait until his turn came. He signed the list with the rest of those who were laid off. He lost about three or four hours before he got on again.

The short relief is another thing that I do not think is right. You can not get out at all, up there, hardly any more.

Chairman WALSH. How about lunch relief and meal relief?

Mr. AUBRAY. Well, I have worked up there from 8.30 to 3 and 4 o'clock in the afternoon without getting out at lunch.

Chairman WALSH. Are you a member of the Commercial Telegraphers' Union?

Mr. AUBRAY. No, sir.

Chairman WALSH. Do you belong to any organization within the Postal Telegraph Co.?

Mr. AUBRAY. Yes; there is an association that you are supposed to join when you go to work for the company.

Chairman WALSH. Did you sign up in that; do you belong to that?

Mr. AUBRAY. Yes, sir.

Chairman WALSH. Why has that not been used as a means of presenting any grievances that you may have?

Mr. AUBRAY. I have never seen it used. I don't think it has been.

Chairman WALSH. Do you know of any reason why it is not used?

Mr. AUBRAY. No; I do not. I do not think that there is anybody that has enough nerve to register a kick after they are once discharged or air any matters out.

Chairman WALSH. What is your wage?

Mr. AUBRAY. Eighty dollars.

Chairman WALSH. Eighty dollars a month?

Mr. AUBRAY. Yes, sir.

Chairman WALSH. Do you work full time?

Mr. AUBRAY. No, sir.

Chairman WALSH. How many men are at work in that office where you work?

Mr. AUBRAY. I think about 300 or 400 men.

Chairman WALSH. How many of them get in full time per month?

Mr. AUBRAY. There are 35 or so on the extra list right now. The regular men generally make full time, but some of them don't make full time.

Chairman WALSH. Are you on the extra list?

Mr. AUBRAY. Yes, sir.

Chairman WALSH. What do you earn on the extra list; what are your actual earnings?

Mr. AUBRAY. Sometimes I have been making about \$60 a month or lower.

Chairman WALSH. Sixty?

Mr. AUBRAY. You have to wait around there about 12 or 14 hours a day to make that. I waited there.

Chairman WALSH. Have you any other comment to make?

Mr. AUBRAY. None that I can think of at present.

Chairman WALSH. As to the amount of work you do?

Mr. AUBRAY. Yes; regarding the average you are supposed to do; 25 our limit; not less than that in the daytime, and night letters are three times as long as the regular ten-word day messages, and you are required to do as many an hour, I think, as you are of the regular day messages. If you don't

do it you have got to tell them the reason why, etc., and they practically not so a man is up a tree half the time. There is chance to "lay down" and they have the nerve to ask you "why."

Chairman WALSH. Take the rank and file of the men there, of all the employees there, and state whether or not, from your contact with them and your talks with them, the fact is that they are satisfied with the conditions or dissatisfied.

Mr. AUBRAY. I never heard a man say in my life that he was satisfied in the telegraph business.

Chairman WALSH. Does that obtain in your office?

Mr. AUBRAY. What is that?

Chairman WALSH. Does that obtain in the Postal office where you work now?

Mr. AUBRAY. Yes, sir.

Commissioner AISHTON. Who is the officer that you are immediately under in the office here?

Mr. AUBRAY. Mr. Tom Powers, chief operator. There are several under him. There is a chief to each division and there are about five or six divisions.

Commissioner AISHTON. A telegrapher would not ordinarily go to the president of the company with a grievance?

Mr. AUBRAY. No; he would not get that far.

Commissioner AISHTON. He would deal with the chief operator?

Mr. AUBRAY. Lucky to get a chance to talk to him once in a while.

Commissioner AISHTON. As a matter of fact, do the operators talk to him?

Mr. AUBRAY. Yes.

Commissioner AISHTON. You have in your own case, have you?

Mr. AUBRAY. Yes; personally Mr. Powers is a nice fellow, I think.

Commissioner AISHTON. If you have any kick coming about something or other, you don't hesitate to go to him, do you?

Mr. AUBRAY. No; oh, no.

Commissioner AISHTON. He does not hesitate to correct it?

Mr. AUBRAY. I made a wrong statement about going to him. He would be all right to go to, but I have never gone to any of the higher officials.

Commissioner AISHTON. It is not customary to do that, generally?

Mr. AUBRAY. You are not supposed to take anything over their head.

Commissioner AISHTON. Invariably they settle matters on some kind of a fair basis, do they?

Mr. AUBRAY. Well, I have never had any troubles—that is, in regard to being discharged or anything like that—with the Postal.

Commissioner AISHTON. You heard a good deal of the testimony here, at one time or another, about brutal treatment by the chief operators. Is that customary in the office up there?

Mr. AUBRAY. Well, it is by their petty chiefs under him.

Commissioner AISHTON. What?

Mr. AUBRAY. Sarcastic remarks, and so forth.

Commissioner AISHTON. The operators never make the sarcastic remarks—the chief operators?

Mr. AUBRAY. No; well, if they do they are liable to be dismissed.

Commissioner AISHTON. I think that hardly needs comment. How about punctuality? You spoke of a fellow being set back on account of not being on time.

Mr. AUBRAY. He was not on time. He was late a half minute and he got laid off a couple of hours.

Commissioner AISHTON. Three hundred employees, the number you testified to there, if they were late a half a minute that would be 150 minutes, about two hours and a half?

Mr. AUBRAY. If each one was.

Commissioner AISHTON. Two and a half hours?

Mr. AUBRAY. Yes; two and a half hours.

Commissioner AISHTON. If there were not some strict rules about punctuality there would be a great deal of confusion, and interruption of business, and all that kind of thing, wouldn't there?

Mr. AUBRAY. I acknowledge that; but you take a city like Chicago; if you are walking down to work or if you are riding, you can't help it if the street car gets stopped or the bridge opens, can you?

Commissioner AISHTON. But should not provisions be made to get down in time, the same as anybody else?

Mr. AUBRAY. A majority of working people don't make it a rule to get there only just about on time. That is the way I have always done.

Commissioner AUSTON. If they are late they are bound to get it in the neck?

Mr. AUBRAY. Yes.

Commissioner AUSTON. I think that is all.

Chairman WALSH. Well, you were subpoenaed to come here—your superior officer was; the subpoena was left with your chief operator.

Mr. AUBRAY. Well, they didn't give it to me.

Chairman WALSH. You were subpoenaed directly?

Mr. AUBRAY. Mr. Powers called me over and a gentleman up there told me to come up here. He showed me a subpoena and kept it himself.

Chairman WALSH. You are on the extra list, are you, Mr. Aubray?

Mr. AUBRAY. Yes, sir.

Commissioner O'CONNELL. Why don't you belong to the union?

Mr. AUBRAY. Well, it is not very good policy; you couldn't work for the Postal if you did; if you belonged to the union before you went, and if they knew, I don't think you would stay there very long. They wouldn't allow you to work there, I don't think.

Commissioner O'CONNELL. If that condition did not prevail and there was no opposition from the company, would you hold membership in the union?

Mr. AUBRAY. I would if I could; in fact, I know it would protect a person.

Chairman WALSH. That is all. You may be excused.

Mr. YARRINGTON.

TESTIMONY OF MR. THOMAS L. YARRINGTON.

Chairman WALSH. What is your name?

Mr. YARRINGTON. Thomas L. Yarrington.

Chairman WALSH. Where do you reside?

Mr. YARRINGTON. Chicago at present.

Chairman WALSH. What business are you in?

Mr. YARRINGTON. Telegrapher.

Chairman WALSH. How long have you been a telegrapher?

Mr. YARRINGTON. For four years.

Chairman WALSH. You are employed by what company now?

Mr. YARRINGTON. The Postal.

Chairman WALSH. How long have you been in the employ of that company?

Mr. YARRINGTON. One year in Chicago.

Chairman WALSH. What wages do you receive?

Mr. YARRINGTON. Eighty-five dollars.

Chairman WALSH. Are you on the extra list or regular?

Mr. YARRINGTON. Regular.

Chairman WALSH. Do you get in full time?

Mr. YARRINGTON. Yes; I have been since I have been on the regular.

Chairman WALSH. Mr. Reynolds, the general manager of the Postal, testified here yesterday that there was no dissatisfaction among the Postal telegraphers, and that there was no complaints as to wages and hours or conditions. What do you say as to this?

Mr. YARRINGTON. Why, there is a complaint, I think, among all the employees.

Chairman WALSH. I will ask you, first, whether or not there is satisfaction or dissatisfaction in the rank and file of the employees of Chicago—in the Chicago office of the Postal Telegraph Co.?

Mr. YARRINGTON. Dissatisfaction.

Chairman WALSH. Is that widespread and general or sporadic?

Mr. YARRINGTON. General.

Chairman WALSH. I wish you would proceed and state into the record here what you find to be the causes of that dissatisfaction.

Mr. YARRINGTON. Well, one of the chief things is that at the Western Union they furnish typewriters to the employees, and at the Postal we have to rent our own.

Chairman WALSH. What does it cost you?

Mr. YARRINGTON. Well, it is all according to the make of the typewriter and whether it is new or old. About on an average of \$2.50 a month, I should say.

Commissioner O'CONNELL. You rent them from the Postal Co.

Mr. YARRINGTON. No, not directly; no, sir. We can rent them from anybody.

Commissioner O'CONNELL. Does the Postal Co. have machines to rent to the men?

Mr. YARRINGTON. No, sir.

Chairman WALSH. Now, proceed and give what you might say were the causes of dissatisfaction?

Mr. YARRINGTON. Well, I think the main cause of dissatisfaction is that the operators consider themselves underpaid, and that the speeding-up system is, I think, run into the ground.

Chairman WALSH. Just describe what that is; what plan, if any, there is about it?

Mr. YARRINGTON. That is, the Postal, for instance, they require you to handle 25 messages an hour regardless of your ability or your rating or—that is, the money you receive, the salary, or wires worked on. Some of the wires are faster than others, and you can do more on them, and that is one of the injustices, I think.

Chairman WALSH. What do you have to say as to the meal and short-relief time?

Mr. YARRINGTON. Well, they have no regular time for giving you a short relief or lunch relief.

Chairman WALSH. Is there any complaint on the part of the men; does that make it difficult for them or otherwise?

Mr. YARRINGTON. That does in the summer time only. In the wintertime business falls off, and they get their lunch relief, but the short relief is almost unknown in the Postal.

Chairman WALSH. Do your men complain about that?

Mr. YARRINGTON. Yes.

Chairman WALSH. Is it a subject of complaint?

Mr. YARRINGTON. It is always.

Chairman WALSH. You were subpoenaed to appear here and testify this afternoon?

Mr. YARRINGTON. Yes, sir.

Chairman WALSH. Do you know whether or not a subpoena was left with the chief?

Mr. YARRINGTON. They gave it to me.

Chairman WALSH. He gave it to you?

Mr. YARRINGTON. Yes.

Chairman WALSH. Are you a member of any labor organization?

Mr. YARRINGTON. I am not.

Chairman WALSH. Of the Commercial Telegraphers?

Mr. YARRINGTON. No, sir.

Chairman WALSH. Now, attention has been called to the fact that there is some sort of organization within the employees of the Postal Telegraph Co. Are you a member of that?

Mr. YARRINGTON. I am not. I have never been invited to be a member.

Chairman WALSH. Has your attention been called to it in any way?

Mr. YARRINGTON. No, sir.

Chairman WALSH. Would you know how to join?

Mr. YARRINGTON. No, sir.

Chairman WALSH. Do you know who the officers are?

Mr. YARRINGTON. I would not know who to go to.

Chairman WALSH. Did you ever hear of that as a means of presenting a grievance to your employer?

Mr. YARRINGTON. No; I did not.

Chairman WALSH. How are grievances presented to your employers in your company?

Mr. YARRINGTON. If the operators have any grievances they go to the chief operator. That is the official we are under.

Chairman WALSH. These matters that you complain of, the matter of underpay, the matter of improper relief periods and speeding-up process, working conditions, have they been presented to your employer by anyone?

Mr. YARRINGTON. I do not know.

Chairman WALSH. Why do you not complain about it?

Mr. YARRINGTON. Well, I don't know. It is a case of where it seems to me they will make it hard for you all the time if you do make a complaint like that, you know.

Chairman WALSH. Do you know of anybody that has complained? You say it is generally all the men who complain about it. Do you know of any that have complained to the chief operator?

Mr. YARRINGTON. No, sir; I do not. They are more or less afraid to, I think.

Commissioner O'CONNELL. Do the men fear if they would complain about some grievances that it would be charged up against them?

Mr. YARRINGTON. Yes, sir.

Commissioner O'CONNELL. And they are liable to be discharged or not shown the proper opportunities of advancement?

Mr. YARRINGTON. Yes, sir; I think that if anything ever came up that was serious enough to warrant them that they would hold that against you.

Commissioner O'CONNELL. You say you are not a member of the union?

Mr. YARRINGTON. No, sir.

Commissioner O'CONNELL. Were you ever a member?

Mr. YARRINGTON. No, sir.

Commissioner O'CONNELL. Why not?

Mr. YARRINGTON. Well, neither one of the telegraph companies recognize it, and you can't work for them if you are a member.

Commissioner O'CONNELL. Then you are not a member simply because you would lose your position, that is your idea of it?

Mr. YARRINGTON. Yes, sir.

Commissioner O'CONNELL. You say you are required to send 25 messages—I think you call it numbers; you mean a message—regardless of the number of words contained therein?

Mr. YARRINGTON. Yes, sir.

Commissioner O'CONNELL. You don't handle the night lettergrams in the Postal the same as the Western Union?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. You do handle night letters?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. Those usually all run beyond the 10 words?

Mr. YARRINGTON. They are equal to about three day messages.

Commissioner O'CONNELL. Equal to three day messages?

Mr. YARRINGTON. Regular business; yes.

Commissioner O'CONNELL. You would be expected to send 25 of those in an hour?

Mr. YARRINGTON. Yes, sir.

Commissioner O'CONNELL. Just the same as you are the regular day messages?

Mr. YARRINGTON. Yes, sir.

Commissioner O'CONNELL. Is that possible?

Mr. YARRINGTON. It is possible if you are on a fast wire and work at top-most speed. If you are not, it is practically impossible to do the same thing.

Commissioner O'CONNELL. Suppose operating the same wire in the evening that you operate in the daytime, and attempt to send 25 of the 10-word on this wire during the day, and in the evening when the lettergrams come on, operating the same wire, how would it be?

Mr. YARRINGTON. It can be done, all right; but it rushes you to do that?

Commissioner O'CONNELL. What general effect have you noticed that this speeding up has had on the physical make-up of the operators there—their mental and nervous condition?

Mr. YARRINGTON. Well, I think it unnerves them to work very long at the business. The faster the work the sooner they get what they call "telegraphers' cramp" in their hand.

Commissioner O'CONNELL. When they get that, that has a sort of rheumatic effect in their fingers?

Mr. YARRINGTON. Yes, sir.

Commissioner O'CONNELL. And prevents their working and moving their fingers?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. And are operators usually troubled with that?

Mr. YARRINGTON. Well, not a great deal. You are liable to get it any time if you are in the business long enough, I think.

Commissioner O'CONNELL. Have you noticed the effect on the female operators, particularly?

Mr. YARRINGTON. No, sir.

Commissioner O'CONNELL. Whether there is a similar effect as it has on the men, more or less?

Mr. YARRINGTON. No; I have not.

Commissioner O'CONNELL. Are there many ladies employed where you are?

Mr. YARRINGTON. Well, there are quite a few.

Commissioner O'CONNELL. As operators?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. Do wages run the same as the men?

Mr. YARRINGTON. Yes; if they can do the work.

Commissioner O'CONNELL. I mean do they get the same amount of pay?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. Do they run eighty, the same as yours, or eighty-five, or whatever it was?

Mr. YARRINGTON. If they can do the work, yes.

Commissioner O'CONNELL. You graduated from this waiting list into the permanent employment there?

Mr. YARRINGTON. Well, I have been here a year in Chicago. I have been here longer than almost anybody on the waiting list.

Commissioner O'CONNELL. This waiting list, the men come around every morning, the same number, or do so many come this morning, and so many the next morning, and so on?

Mr. YARRINGTON. They all show up every morning.

Commissioner O'CONNELL. There are so many, say 25, that come and look for work in the mornings?

Mr. YARRINGTON. Well, about 35 now.

Commissioner O'CONNELL. About 35 now?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. They come every morning about 8 o'clock?

Mr. YARRINGTON. From 8 to 10.

Commissioner O'CONNELL. And stay around from 8 to 10, and then do they go away and come back some time later in the day?

Mr. YARRINGTON. They go away about 12.30, because business falls off in the afternoon, and they show up again at night, maybe 5 to 7.30; they are supposed to wait until 7.30 at night before they are dismissed.

Commissioner O'CONNELL. How many hours do they wait altogether during the day, coming in at 8 and 10 and 12, and so on, around there, five or six hours waiting?

Mr. YARRINGTON. During the wintertime we generally wait from 12 to 15 hours.

Commissioner O'CONNELL. Wait from 12 to 15 hours a day?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. You are liable to get just a half hour's work during that time?

Mr. YARRINGTON. Anywhere from an hour to three or four hours during the day.

Commissioner O'CONNELL. Are there many of the men who are taken on permanently from this waiting list?

Mr. YARRINGTON. No; not since winter is over.

Commissioner O'CONNELL. There are more men who have been on this waiting list every day, day after day, this number of hours, continually, for months?

Mr. YARRINGTON. Yes.

Commissioner O'CONNELL. And earn probably an hour or an hour and a half, or probably two or three hours' wages during that time?

Mr. YARRINGTON. They are doing a little better now. Business is better than it has been all winter.

Commissioner O'CONNELL. Why is it—why do you suppose the men hang around that way for that work? Couldn't they take up some other thing and probably it would be more profitable to them? What is there about the business that they simply come around day in and day out, month in and month out for such small wages?

Mr. YARRINGTON. I don't know. Some of them feel that they could not make as much money in another business as they can in this. When the business is good they can make more money in this business than they can otherwise.

Commissioner O'CONNELL. They apparently think they would not have to work at any other business to make as much as if they only worked two or three hours, is that the idea?

Mr. YARRINGTON. Those are the extra men, and they believe that when business is good they can make pretty good money.

Commissioner O'CONNELL. Are they men usually of families or single men?

Mr. YARRINGTON. They are about divided; some of them are married.

Commissioner O'CONNELL. Are you a married man?

Mr. YARRINGTON. No.
 Commissioner O'CONNELL. Do you know how these married men live on that wage there, on this waiting list?
 Mr. YARRINGTON. I do not.
 Commissioner O'CONNELL. Haven't given that matter any investigation?
 Mr. YARRINGTON. No. I know a majority of them had an awful hard time all through the winter; hardly any of them made full time.
 Commissioner O'CONNELL. Does the company furnish a place for these men to sit during the day at the office?
 Mr. YARRINGTON. A waiting room; it is very small, and I think insanitary.
 Commissioner O'CONNELL. Any comforts there at all, any lounging places?
 Mr. YARRINGTON. No.
 Commissioner O'CONNELL. Do they furnish chairs, easy chairs, or rocking chairs, or benches?
 Mr. YARRINGTON. No; furnish just plain wooden chairs.
 Commissioner O'CONNELL. Do they furnish ice water in the summer time?
 Mr. YARRINGTON. Yes; in the operating room, not the waiting room.
 Commissioner AISHTON. This waiting list is really men seeking employment, is it not?
 Mr. YARRINGTON. No; they have employment, but it is an emergency list, you know. They are used when the regular men can't handle the business. That is the only time they are called to work, is when there is an overflow of business and extra men are used and day lunch relief, and so forth. Sometimes they are called in for 5 and 10 minutes and then sent back to the waiting room.
 Commissioner AISHTON. When the regular job is open, they are selected from this waiting list?
 Mr. YARRINGTON. Yes.
 Commissioner AISHTON. You worked on the Postal a year here?
 Mr. YARRINGTON. In Chicago; yes.
 Commissioner AISHTON. In that year did you ever present a grievance, a kick to the chief operator, the officer that represented him?
 Mr. YARRINGTON. Why, no; I never have.
 Commissioner AISHTON. Did you have any reason to?
 Mr. YARRINGTON. Yes; I have had lots of reasons.
 Commissioner AISHTON. On account of this speeding up?
 Mr. YARRINGTON. And not being able to make but very little time during the winter.
 Commissioner AISHTON. That was when you were on the waiting list?
 Mr. YARRINGTON. That is when I was on the waiting list.
 Commissioner AISHTON. Have you known of any other employees making complaints to your officers during this year?
 Mr. YARRINGTON. No, sir; I have not.
 Commissioner AISHTON. You have not?
 Mr. YARRINGTON. No, sir. The waiting list has a rate of pay and competition; during the winter the only kick that I remember we did make at all was that he should give us more time, I think, and if he would lay off some of the married women employees whose husbands are working as telegraphers in the same office on regular and making full time.
 Commissioner AISHTON. Preference was given to the married people in the office?
 Mr. YARRINGTON. They have regular positions; yes.
 Commissioner AISHTON. Many of these regular positions were men that had been in the office for a good many years, employees that had been in the service of the Postal a good many years?
 Mr. YARRINGTON. Yes.
 Commissioner AISHTON. Quite a number?
 Mr. YARRINGTON. Yes.
 Chairman WALSH. That is all. You may be excused.
 Mr. Emerson.

TESTIMONY OF CLARENCE E. EMERSON.

Chairman WALSH. What is your name, please?
 Mr. EMERSON. Clarence E. Emerson.
 Chairman WALSH. What is your business?
 Mr. EMERSON. Telegrapher.

Chairman WALSH. With what company are you employed?

Mr. EMERSON. The Postal.

Chairman WALSH. How long have you been with the Postal Telegraph Co.?

Mr. EMERSON. Seven months here.

Chairman WALSH. Are you a member of the Commercial Telegraphers' Union?

Mr. EMERSON. No, sir.

Chairman WALSH. Were you subpoenaed to appear here as a witness to-day?

Mr. EMERSON. Yes.

Chairman WALSH. Was your subpoena left with the chief operator.

Mr. EMERSON. Yes; he gave it to me.

Chairman WALSH. He gave it to you?

Mr. EMERSON. Yes.

Chairman WALSH. Mr. Reynolds, the general manager of the Postal Telegraph Co., testified upon yesterday that there was no dissatisfaction among the Postal Co.'s employees, no complaint as to wages, hours of service, conditions of their work. What have you to say as to that?

Mr. EMERSON. Well, I think the men that were up here before have covered it just about right.

Chairman WALSH. I would like to get personally from you, if you will, first, is there dissatisfaction generally or otherwise in your office?

Mr. EMERSON. Well, there is; yes.

Chairman WALSH. Upon what is the dissatisfaction based, if you know?

Mr. EMERSON. Well, that is small pay and the time that the men were getting in, the way that they have to wait around to get work.

Chairman WALSH. Now, as to relief hours, are they satisfactory or otherwise—relief periods?

Mr. EMERSON. Why, they get them when they get time to give them, when they get around to it; when they get men they give it to them.

Chairman WALSH. Is there complaint that those hours are not sufficient, that those periods are not sufficient?

Mr. EMERSON. Well, you put in a bid for a short relief, and you probably get it in an hour and a half or two hours. For lunch relief—

Chairman WALSH. Is there complaint among the men about that?

Mr. EMERSON. Yes.

Chairman WALSH. You heard the testimony of Mr. Russell here, the first witness, about the way the operators worked—that is, their proximity to each other. What do you have to say as to that?

Mr. EMERSON. Well, they just—it is the same way he stated; it is the night work you do, about two or three hours such work.

Chairman WALSH. I guess you don't understand me. He made some complaint about the operators being crowded and not place enough for them to work in.

Mr. EMERSON. Well, that is in what they call the cabinet. It is a very crowded place to work.

Chairman WALSH. How many operators work in the cabinet?

Mr. EMERSON. Why, I think 50 of them.

Chairman WALSH. Are you on the extra list?

Mr. EMERSON. Yes.

Chairman WALSH. And what is your wage rate per month?

Mr. EMERSON. Eighty dollars.

Chairman WALSH. And how much do you make? What are your actual earnings?

Mr. EMERSON. Well, all this winter I have been making from \$30 to \$45 a month.

Chairman WALSH. What do you make now?

Mr. EMERSON. Well, I make nearly full time.

Chairman WALSH. Business, apparently, is picking up a good deal lately?

Mr. EMERSON. Yes; it is.

Chairman WALSH. What were you going to say when I interrupted you about the amount of work that was required to be done?

Mr. EMERSON. Well, on the wires in the daytime you are supposed to do 25 an hour, the same as at night, no matter who you work with or what wires you are on.

Chairman WALSH. Is there a complaint on the part of the men in regard to the amount of work they are required to do?

Mr. YARRINGTON. No.
 Commissioner O'CONNELL. Do you know how these married men live on that wage there, on this waiting list?
 Mr. YARRINGTON. I do not.
 Commissioner O'CONNELL. Haven't given that matter any investigation?
 Mr. YARRINGTON. No. I know a majority of them had an awful hard time all through the winter; hardly any of them made full time.
 Commissioner O'CONNELL. Does the company furnish a place for these men to sit during the day at the office?
 Mr. YARRINGTON. A waiting room; it is very small, and I think insanitary.
 Commissioner O'CONNELL. Any comforts there at all, any lounging places?
 Mr. YARRINGTON. No.
 Commissioner O'CONNELL. Do they furnish chairs, easy chairs, or rocking chairs, or benches?
 Mr. YARRINGTON. No; furnish just plain wooden chairs.
 Commissioner O'CONNELL. Do they furnish ice water in the summer time?
 Mr. YARRINGTON. Yes; in the operating room, not the waiting room.
 Commissioner AISHTON. This waiting list is really men seeking employment, is it not?
 Mr. YARRINGTON. No; they have employment, but it is an emergency list, you know. They are used when the regular men can't handle the business. That is the only time they are called to work, is when there is an overflow of business and extra men are used and day lunch relief, and so forth. Sometimes they are called in for 5 and 10 minutes and then sent back to the waiting room.
 Commissioner AISHTON. When the regular job is open, they are selected from this waiting list?
 Mr. YARRINGTON. Yes.
 Commissioner AISHTON. You worked on the Postal a year here?
 Mr. YARRINGTON. In Chicago; yes.
 Commissioner AISHTON. In that year did you ever present a grievance, a kick to the chief operator, the officer that represented him?
 Mr. YARRINGTON. Why, no; I never have.
 Commissioner AISHTON. Did you have any reason for?
 Mr. YARRINGTON. Yes; I have had lots of reasons.
 Commissioner AISHTON. On account of this speeding up?
 Mr. YARRINGTON. And not being able to make but very little time during the winter.
 Commissioner AISHTON. That was when you were on the waiting list?
 Mr. YARRINGTON. That is when I was on the waiting list.
 Commissioner AISHTON. Have you known of any other employees making complaints to your officers during this year?
 Mr. YARRINGTON. No, sir; I have not.
 Commissioner AISHTON. You have not?
 Mr. YARRINGTON. No, sir. The waiting list has a rate of pay and competition; during the winter the only kick that I remember we did make at all was that he should give us more time, I think, and if he would lay off some of the married women employees whose husbands are working as telegraphers in the same office on regular and making full time.
 Commissioner AISHTON. Preference was given to the married people in the office?
 Mr. YARRINGTON. They have regular positions; yes.
 Commissioner AISHTON. Many of these regular positions were men that had been in the office for a good many years, employees that had been in the service of the Postal a good many years?
 Mr. YARRINGTON. Yes.
 Commissioner AISHTON. Quite a number?
 Mr. YARRINGTON. Yes.
 Chairman WALSH. That is all. You may be excused.
 Mr. Emerson.

TESTIMONY OF CLARENCE E. EMERSON.

Chairman WALSH. What is your name, please?
 Mr. EMERSON. Clarence E. Emerson.
 Chairman WALSH. What is your business?
 Mr. EMERSON. Telegrapher.

Commissioner Aishton. Did you ever get a truly satisfactory condition anywhere or in any occupation?

Mr. EMERSON. No; I have not, in the telegraph business.

Commissioner Aishton. Mr. Emerson, you heard some testimony here to the effect there was 35 men on the waiting list ordinarily?

Mr. EMERSON. Yes, sir.

Commissioner Aishton. That is about right?

Mr. EMERSON. Yes, sir.

Commissioner Aishton. And there are about 300 men in the office?

Mr. EMERSON. About that, I should judge.

Commissioner Aishton. So there is about 10 per cent or a little more—15 per cent—on the waiting list?

Mr. EMERSON. Yes.

Commissioner Aishton. Most of your service on the waiting list has been in the seven months?

Mr. EMERSON. Yes, sir; since I have been here.

Commissioner Aishton. That is all.

Chairman WALSH. That is all, thank you, Mr. Emerson; you will be permanently excused.

TESTIMONY OF MR. DUANE F. ROGERS.

Chairman WALSH. State your name, please.

Mr. ROGERS. Duane F. Rogers.

Chairman WALSH. Where do you reside?

Mr. ROGERS. At Chicago.

Chairman WALSH. What is your business?

Mr. ROGERS. Telegraph operator.

Chairman WALSH. By what company are you employed?

Mr. ROGERS. By the Postal Telegraph Co.

Chairman WALSH. Are you a member of the Commercial Telegraphers' Union?

Mr. ROGERS. No, sir.

Chairman WALSH. Are you a member of any labor organization?

Mr. ROGERS. No, sir.

Chairman WALSH. How long have you been working for the Postal Telegraph & Cable Co.?

Mr. ROGERS. Seven months the last time.

Chairman WALSH. Are you on what is called the extra or emergency list?

Mr. ROGERS. I work a split trick, regular extra.

Chairman WALSH. What is your wage?

Mr. ROGERS. I am rated at \$80 per month.

Chairman WALSH. Do your actual earnings reach that sum, \$80 a month?

Mr. ROGERS. No, sir.

Chairman WALSH. What do you make on a split trick as a regular extra?

Mr. ROGERS. That depends on the time of year.

Chairman WALSH. Well, beginning six months ago and going backward; I believe conditions were not normal during the winter.

Mr. ROGERS. I should say I averaged \$50 a month, beginning one month ago and going backward.

Chairman WALSH. How long has that emergency list existed in the Postal Telegraph Co.? You have been there seven months. Have you heard how long it has been in existence?

Mr. ROGERS. It has always been in existence.

Chairman WALSH. For a number of years back?

Mr. ROGERS. Yes; there always has been an extra list; I don't know exactly how many years back.

Chairman WALSH. Mr. Reynolds, the general manager of the company for which you work, testified here yesterday that there was no dissatisfaction among the telegraphers of the Postal Telegraph Co., and no complaint as to wages, hours, or conditions of work. I will ask you first, Mr. Rogers, is it a fact that there is no dissatisfaction in your office?

Mr. ROGERS. No; it is not.

Chairman WALSH. Is there dissatisfaction?

Mr. ROGERS. There is.

Chairman WALSH. Is it general or otherwise?

Mr. ROGERS. It is under cover. [Laughter.]

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Mr. YARRINGTON. No.
Commissioner O'CONNELL. Do you know how these married men live on that wage there, on this waiting list?

Mr. YARRINGTON. I do not.

Commissioner O'CONNELL. Haven't given that matter any investigation?

Mr. YARRINGTON. No. I know a majority of them had an awful hard time all through the winter; hardly any of them made full time.

Commissioner O'CONNELL. Does the company furnish a place for these men to sit during the day at the office?

Mr. YARRINGTON. A waiting room; it is very small, and I think insanitary.

Commissioner O'CONNELL. Any comforts there at all, any lounging places?

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Commissioner O'CONNELL. Do they furnish chairs, easy chairs, or rocking chairs, or benches?

Mr. YARRINGTON. No; furnish just plain wooden chairs.

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Commissioner AISHTON. This waiting list is really men seeking employment, is it not?

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Commissioner AISHTON. When the regular job is open, they are selected from this waiting list?

Mr. YARRINGTON. Yes.

Commissioner AISHTON. You worked on the Postal a year here?

Mr. YARRINGTON. In Chicago; yes.

Commissioner AISHTON. In that year did you ever present a grievance, a kick to the chief operator, the officer that represented him?

Mr. YARRINGTON. Why, no; I never have.

Commissioner AISHTON. Did you have any reason to?

Mr. YARRINGTON. Yes; I have had lots of reasons.

Commissioner AISHTON. On account of this speeding up?

Mr. YARRINGTON. And not being able to make but very little time during the winter.

Commissioner AISHTON. That was when you were on the waiting list?

Mr. YARRINGTON. That is when I was on the waiting list.

Commissioner AISHTON. Have you known of any other employees making complaints to your officers during this year?

Mr. YARRINGTON. No, sir; I have not.

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Commissioner AISHTON. Many of these regular positions were men that had been in the office for a good many years, employees that had been in the service of the Postal a good many years?

Mr. YARRINGTON. Yes.

Commissioner AISHTON. Quite a number?

Mr. YARRINGTON. Yes.

Chairman WALSH. That is all. You may be excused.

Mr. Emerson.

TESTIMONY OF CLARENCE E. EMERSON.

Chairman WALSH. What is your name, please?

Mr. EMERSON. Clarence E. Emerson.

Chairman WALSH. What is your business?

Mr. EMERSON. Telegrapher.

Chairman WALSH. Lewis K. Brown, secretary of the United States Commission on Industrial Relations, 643 Transportation Building, Chicago, Ill. And I wish you would communicate that to the other four gentlemen who have testified here.

Mr. ROGERS. You will hear from them. I want to state that I will be fired and I will never get another job with the Postal or Western Union Telegraph Cos.

Chairman WALSH. I hope you will not be caused any such thing, and I hope your fears will be unfounded.

Mr. ROGERS. You don't know them like I do.

Chairman WALSH. You will be excused permanently, Mr. Rogers.

The commission will now stand adjourned until to-morrow morning, Thursday, April 15, 1915, at 10 o'clock a. m.

(Whereupon the commission adjourned to Thursday, April 15, 1915, at 10 o'clock a. m., then to meet at the same place.)

CHICAGO, ILL., Thursday, April 15, 1915 - 10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Aishton, O'Connell, and Garretson.

Chairman WALSH. Is Mr. Powers present?

Mr. POWERS. Yes, sir.

Chairman WALSH. Mr. Collins has informed you that he was on our program as a witness, but preferred you should take his place as having more definite knowledge on some of the subjects?

Mr. POWERS. Yes, sir.

TESTIMONY OF MR. THOMAS N. POWERS.

Chairman WALSH. Your name?

Mr. POWERS. T. N. Powers; Thomas N. Powers.

Chairman WALSH. What is your business, please?

Mr. POWERS. Manager of the operating department of the Chicago Postal Telegraph & Cable Co.

Chairman WALSH. Postal Telegraph & Cable Co.?

Mr. POWERS. Yes.

Chairman WALSH. How long have you occupied that position?

Mr. POWERS. Five years this April.

Chairman WALSH. What was your business prior to that time?

Mr. POWERS. Wire chief.

Chairman WALSH. How long have you been with the company altogether?

Mr. POWERS. About 18 years.

Chairman WALSH. I take it you were a telegraph operator to begin with?

Mr. POWERS. Prior; yes, sir.

Chairman WALSH. How long since you worked at the business of telegraph operator?

Mr. POWERS. About 12 years.

Chairman WALSH. Will you state in a general way, please, Mr. Powers, what your duties are and the work that is under your jurisdiction?

Mr. POWERS. The operating department handles all the business that is to be relayed in the city of Chicago; that is to say, business that is sent through the operating room from outside offices and from our branch offices in the city. I have charge of the employees in that room, which consists of assistant traffic chiefs, wire chiefs, repeater men, operators, and clerks.

Chairman WALSH. Do you employ and discharge all employees in that office?

Mr. POWERS. Yes, sir.

Chairman WALSH. And are you the person that fixes the conditions of the work and the amount of work to be done, the relief, and such matters?

Mr. POWERS. Yes, sir.

Chairman WALSH. It has been testified to in this hearing—criticisms have been made of working conditions in your office. I wish you would please state what you have to say, first, in regard to the hours of labor and how they are fixed; that is, the question of split tricks.

Mr. POWERS. Yes, sir.

Chairman WALSH. The hours the men come to work and how the extra list is managed, and such matters as that, first.

Mr. POWERS. Well, we have what we call regular day men; they work nine hours. They report from 8 o'clock on; some at 8 o'clock, some at 9 o'clock, some at 10 o'clock, and they work nine hours. They are given a half an hour for lunch and a relief period of 15 minutes, when requested, in the morning and the afternoon. We have again some men who come on prior to 8 o'clock, say 6 to 7 and half past 7, and work eight and one-half hours. They are given a half an hour for lunch and the same privileges as the other men. We also have some men who work eight hours. We have what we call our extra and split-trick men, who work seven and one-half hours.

The split-trick men have regular hours to report during the day and also regular hours to report at night. The split-trick men come on at 9.15 in the morning and go to work on the exchange floor, and as a rule are relieved immediately after the exchange closes, as business permits. There is another force of split-trick men who come on at noon to help make the lunch relief, and they are relieved as soon after the lunches are made as possible. Then, again, they report at 5.30 and 6.30 in the evening, and they are relieved as soon as business will permit in the evening.

Chairman WALSH. Has your attention been called to complaints that it is difficult, and in some cases impossible, for the persons starting during the ordinary lunch hour to get their lunch relief?

Mr. POWERS. At times there has been, during very heavy business periods when we did not have enough men to furnish lunch reliefs.

Chairman WALSH. When was that that you did not have enough?

Mr. POWERS. Well, I would say that was along in the early part of last August, during the war.

Chairman WALSH. Please state how the extra list, or what might be termed the "emergency" list, is managed—the extra men.

Mr. POWERS. Well, they report, a good deal depending on the time they get through with the evening business. It depends a good deal on when they are called to report.

Chairman WALSH. Is it true that they are required to remain there from 12 to 15 hours a day?

Mr. POWERS. It is not.

Chairman WALSH. Frequently without getting on?

Mr. POWERS. It is not.

Chairman WALSH. What is the length of time?

Mr. POWERS. When they report—right shortly after—say, along in the fall, when business got so bad, prior to the beginning of the European war, we had no extra-list men. All men had regular hours to report; and after the war started, when business got so bad, we had to reduce our force, and rather than lay them off and say that we have no further use for 25 or 30 men, I said, "Well, now, here, if you want to work on the extra list, we will be glad to give you what we can, if you take what we have got; if not, I will have to let you go."

Chairman WALSH. There were some employees subpoenaed here yesterday afternoon, all of whom stated, I believe, that they had been on for periods ranging from one year to six months. I think the oldest one that testified had been on a year, the others six and seven months.

Mr. POWERS. That is about all; some of them not that long.

Chairman WALSH. Some of them not that long?

Mr. POWERS. No, sir.

Chairman WALSH. How many men have you on that extra list that were not working for the company at the time of the war, and are not older men that you simply desired not to detach from the service?

Mr. POWERS. About 25.

Chairman WALSH. Well, how many are there altogether?

Mr. POWERS. About 25; say 25 in all. That is the number of men that are on the list now.

Chairman WALSH. What I was trying to call your attention to, in your statement you said you did not want to turn them out of the service, lay them off from the service, so you put them on this extra list. Now, it appeared here yesterday that these were all new men.

Mr. POWERS. Well, one of them was one who had been discharged. He had been a regular man, but he had been discharged and reinstated. Another one was Mr. Rogers, who was put on at the request of Mr. Reno, of Logan & Bryan; they had to reduce their force in Omaha, and Mr. Rogers—they had no work for him, and I have a letter here from their manager, the manager of

Logan-Bryan, at Omaha, introducing this gentleman to me. Prior to that Mr. Ikeno negotiated with me and asked if I could not place him.

Chairman WALSH. I think that was the young gentleman that at the close of yesterday's testimony, expressed the idea that perhaps those that were called would be discharged by the company for appearing here. There will be nothing of that kind occur, I take it.

Mr. POWERS. No, sir.

Chairman WALSH. You recognize the fact that this is an ordinary governmental agency for ascertaining these facts?

Mr. POWERS. Yes, sir.

Chairman WALSH. And every man who comes and testifies should be allowed to do so?

Mr. POWERS. Absolutely.

Chairman WALSH. Freely?

Mr. POWERS. Of course that does not prohibit us from compelling him to live up to the rules and regulations of the office.

Chairman WALSH. Certainly not.

Mr. POWERS. But it would—

Chairman WALSH (interrupting). Give him the right to testify to what you claim to be the facts?

Mr. POWERS. Absolutely.

Chairman WALSH. Or the conclusions that he wished to draw from the facts?

Mr. POWERS. Yes.

Chairman WALSH. Without any compulsion upon the part of anyone?

Mr. POWERS. No; we would not. No; as long as he lives up to the rules, lives up to the rules and regulations of the office he will have no trouble with me or with anybody in the office. If he does, I want him to come to me.

Chairman WALSH. Now, what are the maximum and minimum wages paid in your office?

Mr. POWERS. The maximum rate of pay is \$95 per month.

Chairman WALSH. And the minimum rate?

Mr. POWERS. \$40 a month.

Chairman WALSH. Now, I wish you would state how many received each particular rate; how many received the maximum rate, first. Have you a list there with you?

Mr. POWERS. I have some figures here, but they are rather complicated. I can give you the percentages that received the different rates.

Chairman WALSH. Very well, please do that.

Mr. POWERS. Twelve per cent receive \$95; 12 per cent receive \$90; 10½ per cent receive \$85; 32 per cent receive \$80; or about 66 per cent from \$95 to \$80 of the total force. There is a total on the roll of 242 operators, about. Ten per cent receive \$75; 5½ per cent receive \$70; 3½ per cent receive \$65; and less than that ranging between \$40 and \$65, about 1½ per cent. That makes a total of 85 between \$65 and \$95, and about 15 per cent ranging down from \$60 to \$40.

Commissioner LENNON. Is that the rate, or what the men earn?

Mr. POWERS. That is the rating.

Chairman WALSH. Could you give the earnings of the men at the present time?

Mr. POWERS. I could not give you all of them. I could give you some. I have the records of some of the men who are rated along about \$95, what they earn for the different months.

Chairman WALSH. Take all of the ratings, if you can, from your memorandum and see if you can give us an idea of what the actual earnings are.

Mr. POWERS. Do you mean of all of the men?

Chairman WALSH. No; but all of the ratings that you have; for instance, the man that gets \$95, give him his actual earnings at the present time; and the man who gets \$90, what his actual earnings are, and so on down.

Mr. POWERS. That would take some little figuring to do that.

Chairman WALSH. What have you there?

Mr. POWERS. The individual records of the men. For instance, here is C. W. Foster, now getting \$95, and during the year 1914—this is from July, during 1914—and this shows the semi-monthly earnings, and it shows that he made for the first half of January, 1914, \$66.74, for the second half \$69.42, making a total of \$135 for the month, and during that month he was absent two days. And he made for the month of February, 1914, for the first half \$62.61, and for the second half \$53.89, a total of \$115 and absent two days. February was a

short month, with 24 working days. For March, the first period, he made \$61.96, and for the last period \$81.14, or about \$143, and was absent three days. In April, 1914, for the first period he made \$61.38, and for the second period \$62.39, or a total of about \$123, and was absent at no time. In May, 1914, for the first period he made \$66.10, for the second period \$3.17, but he was absent 12 days in the second period, probably on vacation or leave of absence. For June, first period, he made \$76.43, and second period \$76.11, or about \$153, and was not absent any days; and so on down for the balance of the year for that man.

We have others. There is an operator at \$90. For the first period of January, first half, he made \$48.39; and by the way, this is a woman, a female operator; for the second period \$55.02, and she was absent one day; she earned a total of about \$103 for that month. The first period of February \$50.26, second period \$51.93, or about \$101, and was absent one day. For the first period of March she made \$48.55, for the second period \$60.16, or about \$108, and was absent two days. For March, during the first period, \$56.42, second period \$51.45, or about \$107, and absent at no time. In May during the first period she made \$49.88, second period \$2.25, and was absent 12 days, probably on vacation or leave of absence. For June, first half, \$49.56, second half \$56.99, or about \$106, and was absent one day. Do you care to hear any more?

Chairman WALSH. Anything you have to submit, we would like to hear.

Mr. POWERS. I have here a young man who entered our service as an operator in April, 1914, at \$40 a month and the rate gradually was increased so that February 1, 1915, he was getting \$50. This young man earned for the first period of January \$18.50, and for the second period \$13.50, or about \$31, and was absent four days. For the first period of February he made \$13.89, and for the second period \$16.90, and was absent two days. For the first period of March he made \$15.66, and for the second period \$22.68, and was absent one day. For the first period of April he made \$20.92, and the second period \$19.20, and was absent at no time. For the first period of May \$18.44; and for the second period, \$16.74, and was absent two days. For the first period of June, and the second period \$31.50; absent one day. For the first period of this year, 1915, he was rated at \$40, he earned \$26.06 for the first period and \$24.82 cents for the second period, a total of \$50—about \$51. That \$10 over his rate was due to bonus and probably overtime.

Chairman WALSH. Have you given us the highest, the very highest and the very lowest?

Mr. POWERS. Yes; \$40 and \$95.

Chairman WALSH. The \$40, would you say that was the lowest earnings?

Mr. POWERS. Yes, sir; they are considered that, about, if he worked all the time; if he was absent he could not earn the \$40.

Chairman WALSH. How about the persons upon the extra list; what are their earnings?

Mr. POWERS. Some of the men who were here yesterday, I can give it as to them.

Chairman WALSH. Yes; please do so.

Mr. POWERS. Yarrington, for instance, he went to work along about in May, 1914, entered our service. First period he made \$47.18; no, that was the last period; he went to work in the middle of the month; \$47.18. The first period of June he made \$35.73, and second period \$52.70, a total of about \$87. At that time he was rated at \$70 a month. In the first period of July he earned \$45.47, in the second period \$12.38, but he was absent 10 days. In the first period of August he made \$51.60, and the second period does not appear; he was evidently absent; he received no voucher, meaning pay check. The first period of September he made \$28.26, and for the second period \$26.44, and he was absent five days.

Commissioner AUGHTON. He was on the waiting list all this time?

Mr. POWERS. Yes, sir.

Commissioner GARRETTSON. Were those periods of absence of his own accord?

Mr. POWERS. Yes, sir; a man is not marked "absent" unless he fails to report. If a man reports at 8 o'clock and signs up for duty, any time after that he wishes to be excused he can be and is not marked absent, but is excused and it does not stand against his record. So if he was excused he would not be marked absent. The first period of October \$10.98, second period \$5.98, and was absent 10 days in the month. In November, first period, \$22.19, second period \$15.52, and he was absent two days. Just about that time my attention was called to him as being irregular and not caring whether he worked or not.

He would go up in the restaurant room and remain there and not show up, and finally I said to him, "If you don't care to work, why don't you get out and let some one else get the place?" And after that he took a brace. For the first period of December he made \$31.22, second period \$26.17, and he was absent seven days. The first period of January he does not appear, and the clerk has noted, "Received no voucher." I recall in regard to this man that he was overdrawn; that is, he had eaten in the restaurant more than he earned.

Chairman WALSH. Who is that?

Mr. POWERS. Yarrington; and the company or association which the boys of the company belong to carried his deficit. For the second period of January he made \$23.35. February, first period, \$36.26, and the second period of February \$32.68; he was not absent at any time since. He was only absent one day from the last period of January to the present time; prior to that, he was very irregular.

Chairman WALSH. Have you anything else to submit on the wage matter, Mr. Powers?

Mr. POWERS. I don't know as I have, unless you could recall something.

Chairman WALSH. Some of the other commissioners may ask you some questions later. About the question of luncheon reliefs, how general would you say it was that persons did not get their luncheon reliefs at the ordinary time, say, in busy times?

Mr. POWERS. Oh, it would be hard to say; it would be hard to state. A good deal depends upon the regularity of the men who make the relief showing up. For instance, if we have a congestion the day before and we had to hold our night men and split-trick men late in the evening to clean up the day's file, perhaps they would not show up as early the next day, and consequently we would not have as many men to make the reliefs; or if the board of trade had a flurry and called for men we would have to send them over there.

Chairman WALSH. This seemed to be the basis of complaint on the part of the employees.

Mr. POWERS. I want to explain that. If at any time a man wants his lunch, his relief for that, and he can not wait, we send some one up and get him a lunch, and let him eat it at the table. We do not like to do that, but we do it.

Chairman WALSH. Who does not like to do it?

Mr. POWERS. The company.

Chairman WALSH. Do the men like to do it?

Mr. POWERS. They are not particularly fond of it, and as to the luncheon—

Chairman WALSH. As to the luncheon relief, would that happen every month or week or day?

Mr. POWERS. No.

Chairman WALSH. How often would it happen?

Mr. POWERS. As I say, it would be hard to say; it might happen once or twice or three times a week.

Chairman WALSH. And how many men would be involved?

Mr. POWERS. From 8 to 10; possibly more than that.

Chairman WALSH. Did they complain about that to you?

Mr. POWERS. Some of them did.

Chairman WALSH. What action was taken or explanation made?

Mr. POWERS. We made the explanation that we could not very well relieve them without jeopardizing the business, but if they had to go, we would close up the wire and let them go, and, in some cases, we did.

Chairman WALSH. In how many cases did you close up the wire?

Mr. POWERS. Perhaps half a dozen times at different periods.

Chairman WALSH. Lately?

Mr. POWERS. No; we have not had to do that lately. There has been no time since, I might say, last August that we have been unable to provide lunch, or what we call short reliefs, for anybody.

Chairman WALSH. Now, with reference to what are called short reliefs, there have been statements made here that there is a great deal of inconvenience caused by a failure to extend the time.

Mr. POWERS. It has not been brought to my attention. I have in days gone by, during the busy season when we could not make the reliefs promptly, had complaints made to me, and I have told them, "You have my permission, if at any time you have requested that relief be given, that you wait a reasonable time—not what we consider a reasonable time, but what you consider a reasonable time—and then you have my permission to get up and take the relief; and all I ask of you is that when you pass out you tell the man in the division where

Commissioner GARRETSON. Whether you can abolish it or not was not the question. It was only a question as to its existence.

Mr. POWERS. I am merely telling you what we can do.

Commissioner GARRETSON. You spoke of the man who had exhausted his credit at a restaurant and created a deficit. Does the company run the restaurant?

Mr. POWERS. No, sir; the association, it is a mutual-benefit association.

Commissioner GARRETSON. They assume an obligation for a man?

Mr. POWERS. Yes, sir; they have to. There isn't any chance to get out of it. They have given him the meals and they can't get the money. What else are they going to do?

Commissioner GARRETSON. These men were all members of that association, were they?

Mr. POWERS. No. That is the trouble; they are not. They are getting the benefits, but they are not members. Then they come up here and tell you how they have been abused.

Commissioner GARRETSON. On what basis does the association assume the obligation for those who are not its members?

Mr. POWERS. Just merely—

Commissioner GARRETSON. Extending credit?

Mr. POWERS. Extending credit.

Commissioner GARRETSON. Just as any other tradesman does?

Mr. POWERS. Yes; that is it.

Commissioner GARRETSON. Only if the company has money due to the man the company protects the account, does it?

Mr. POWERS. Yes, sir.

Commissioner GARRETSON. There is no payment deducted from the men for this restaurant?

Mr. POWERS. Only what they eat; what they sign up for. You see—let me explain that just a moment.

Commissioner GARRETSON. Yes.

Mr. POWERS. A man wants to get credit in the restaurant, and he goes up and signs what they call a due bill or ticket on his salary for \$1, and he is given a coupon book which entitles him to \$1 worth of food in the restaurant. The restaurant turns that in to the cashier of the company, who deducts that from their salary, from the wages earned. Now, if the man has eaten \$15 worth and he has only earned \$10, the restaurant is out \$5; don't assume anything.

Commissioner GARRETSON. The company doesn't guarantee only to the extent of his earnings.

Mr. POWERS. That is it.

Commissioner GARRETSON. That is all.

Chairman WALSH. Did you have some questions, Commissioner Aishton?

Commissioner AISHTON. Do men come to you with their requests and grievances, Mr. Powers?

Mr. POWERS. Yes, sir.

Commissioner AISHTON. Do you have a good many operators in your department that have been in the service a great many years?

Mr. POWERS. Yes, sir.

Commissioner AISHTON. The waiting list contains the newcomers, does it not; they are the newcomers?

Mr. POWERS. Yes, sir.

Commissioner AISHTON. And the men who are looking for a steady job?

Mr. POWERS. Yes, sir.

Commissioner AISHTON. Suppose a man gets into some trouble with some subchief in your office; gets suspended or possibly dismissed.

Mr. POWERS. He could not be—

Commissioner AISHTON. Without your knowledge?

Mr. POWERS. Without my knowledge. I have issued instructions that when a man, a subchief, can not use a man to send him to me with the complaint, and if I think it is warranted, if it warrants dismissal, I will dismiss him.

Commissioner AISHTON. As to the subchiefs, if these apply discipline, or do something distasteful to the men, they have a right to come to you?

Mr. POWERS. All the time.

Commissioner AISHTON. Do they come to you?

Mr. POWERS. At times they do; yes, sir.

Commissioner AISHTON. Frequently?

Mr. POWERS. Well, I wouldn't say frequently; no. I don't believe I have had half a dozen men in the last month complain.

Commissioner AISHTON. Those men have a chance to come to you, and you have heard their story?

Mr. POWERS. Absolutely. They know it. Every man in the office knows it. When he is mistreated by anybody he has the prerogative to come to me, and I have reversed lots of times the decisions of subchiefs for the benefit of the men.

Commissioner AISHTON. That is all, Mr. Chairman.

Commissioner GARRETSON. What is it that is known as the bank?

Mr. POWERS. That is the association, the mutual-investment association.

Commissioner GARRETSON. That is the phrase that the men use in the parlance?

Mr. POWERS. Yes; they call it that. We did at one time have what we call the Postal Telegraph Employees' Bank, but we dissolved that and later reorganized the mutual-benefit association.

Commissioner GARRETSON. Who are the officers of that organization?

Mr. POWERS. They are what we call the finance committee of five.

Commissioner GARRETSON. Who are they?

Mr. POWERS. They are—

Commissioner GARRETSON. Operators in the office or minor officials?

Mr. POWERS. They are—I will give you the names if you wish.

Commissioner GARRETSON. The names won't tell us anything unless you give us the rank.

Mr. POWERS. I will tell you, and their title also. E. W. Collins, general superintendent; Mr. C. A. Constock, superintendent of the Wisconsin Division; Mr. Nering, manager of the Chicago office; myself; W. J. O'Brien, who was formerly an operator; he is treasurer; makes the disbursements, and his work with the association was so great he had to give up telegraphing to take care of the work of the association.

Commissioner GARRETSON. Is this institution—this restaurant—do the profits of that restaurant go to the people; is it conducted by individuals, or by the association, or how?

Mr. POWERS. By the association as a whole.

Commissioner GARRETSON. It has absolutely no personal connection?

Mr. POWERS. No, sir. I will tell you what profit they made last year—\$214. It was not very much.

Commissioner GARRETSON. You wouldn't get rich off of that?

Mr. POWERS. No. The operators will tell you what the association has done for them. You do not need to ask them; you can ask Dr. Herdlski, of the "Parting of the ways," Clark and Twenty-second Street; ask Judge Uhler, of the court of domestic relations.

Commissioner GARRETSON. Another officer of the company?

Mr. POWERS. You can ask Senator Burton (?), of the Neall Institute, what I have done for some of the men.

Commissioner GARRETSON. Another officer of the organization, of the company, the other day stated that there was absolutely no dissatisfaction in his offices, no industrial unrest existing, and challenged us to bring men in to see what they would tell. We brought the men in, and their testimony did not altogether concur with that of the vice president of the company.

Mr. POWERS. The men didn't tell the truth.

Commissioner GARRETSON. Oh?

Mr. POWERS. There ain't one of those men that ever came to me with a grievance.

Commissioner GARRETSON. Is the man less truthful as an operator than he is as an official?

Mr. POWERS. Not always.

Commissioner GARRETSON. That is all.

Commissioner AISHTON. You think a man looking for a job, as these men were, being on the waiting list, would be in a position to really have the knowledge of what the feeling was in that office?

Mr. POWERS. No.

Commissioner AISHTON. That is all.

Chairman WALSH. I will just say this, because I want to get your comment on it: These men stated that there was dissatisfaction in the office, due to wages; that they are not satisfied with the compensation; not satisfied with

the way the relief hours were managed. One of them said, due to the fact they were too crowded in what was called the cabinet and due to the fact that the underchiefs were arbitrary in their language, perhaps sarcastic, and so on. Another one said that they were charged rents in your office for the machines and were not in other telegraph offices. They testified that this dissatisfaction was widespread among the employees. One of them said that they were all dissatisfied, except perhaps one or two, and that they did not present grievances because they were afraid if they did they would be discharged. Now, just give us your comment on that.

Mr. POWERS. Well, now, with regard to the cabinet, that is an arrangement we made for two or three reasons; principally that we were getting kind of crowded for space, bringing in a number of wires. We took a lease on the building for 25 years, and after we were there 8 or 9 years we found we did not have room enough. There was really not room enough for us. And this concentration idea was to bring in the small offices that took up the space of a man, about 2½ by 2½ feet wide, and have probably 15 or 20 messages a day. We made arrangement by putting them in the cabinet, putting a signal arrangement on it, so that the outside office would not have to call any length of time to get in touch with the main office by a light signal. That arrangement was not installed one-half an hour until I had a visit from one of the building inspectors from the city of Chicago. He told me that he had been told that the men were being put in a place which was a regular fire trap. I said: "Here is the place; inspect it." He says: "I want to see the aisle you have got for the fire escape; where your fire escapes are." I showed him. The aisles are 4 foot. I said: "What does the law require?" He said: "Three feet." Now, you see, we are pretty near a foot and a half over and above the law.

Chairman WALSH. The complaint was that they were so close that it made it uncomfortable.

Mr. POWERS. In fact, we gave them more room; in the old arrangement the space was so close where you hung up the messages passing down the aisle they had to reach over the operator. We put the aisle in the middle, where the clerk does not touch the operator as he goes down the middle aisle. We had 56 sitting in a space that we now have only 47. That shows they are not crowded.

In regard to any of the chiefs talking to them, all they have got to do if anybody says or does anything to them they can come to me; not only one, but every man in the office.

Chairman WALSH. Your statement would be that they are simply mistaken in their conclusions?

Mr. POWERS. They must be. I would like—

Chairman WALSH (interrupting). But the fact that they have existed, you probably give the men credit for speaking truthfully, would you not; that is, don't simply say it is not so, whether right or wrong. If a man says he is dissatisfied for that reason, you would naturally assume that he was dissatisfied, would you not?

Mr. POWERS. Oh, yes, if he said so; but not knowing, how could I say there was or how could anybody else?

Chairman WALSH. Is the idea that if he complained to you that he would be discharged merely an unfounded theory?

Mr. POWERS. Absolutely. They have complained to me, and they were not discharged.

Commissioner O'CONNELL. How about renting typewriters?

Mr. POWERS. Every man furnishes his own typewriter in every office on our system.

Commissioner O'CONNELL. Why is that different from the Western Union policy?

Mr. POWERS. That is just a matter of a ruling of our company; something I can't answer altogether.

Commissioner O'CONNELL. What does it cost the men?

Mr. POWERS. Well, it ranges all the way from—I guess they have, where a man rents a typewriter out and out for himself—probably \$2.50 a month.

Commissioner O'CONNELL. Does the company rent them to operators?

Mr. POWERS. No.

Commissioner O'CONNELL. Isn't the typewriter now considered a part of the machinery in the operating business?

Mr. POWERS. No; we don't consider it so.

Commissioner O'CONNELL. You employ operators—would you employ an operator who would not rent a typewriter?

Mr. POWERS. No.

Commissioner O'CONNELL. And it must be considered a part of the business, must it not; part of the machinery?

Mr. POWERS. Not a part of our machinery; no. We furnish the machines, the telegraph instruments for the work.

Commissioner O'CONNELL. The operator is not required to furnish any other tools of any other kind?

Mr. POWERS. No.

Commissioner O'CONNELL. Simply the company, in the evolution of the business, are finding the typewriter more convenient and successful in conducting the telegraph business, insists that they should have typewriters?

Mr. POWERS. I think so; yes, sir.

Commissioner O'CONNELL. And the printer who operates the linotype on somewhat similar plan the typewriter is operated; suppose the newspaper people required the compositors to furnish their own machines when they came into existence?

Mr. POWERS. I suppose they would still be furnishing them.

Commissioner O'CONNELL. The printers would?

Mr. POWERS. Yes.

Commissioner O'CONNELL. Pretty wealthy printers.

Mr. POWERS. I imagine they would be.

Commissioner O'CONNELL. That is all.

Commissioner AUSTON. Under this restaurant plan, I would like to ask how the prices charged in the restaurant compare with the ordinary restaurant of like nature in town?

Mr. POWERS. They are very much reduced; that is, when we took charge of it I suggested to Mr. O'Brien that if it was operated by a private individual running it—at that time he was serving butterine for butter—I suggested that we put butter on and get the better grade of meat, and everything of that sort. You can get a meal there for 25 cents which includes meat, a potato, vegetables, a salad on the side, a cup of coffee or a glass of milk. I do not know where you can do any better in a first-class place in town.

Chairman WALSH. That is all, unless you have some statement about which you have not been interrogated that you desire to volunteer.

Mr. POWERS. I do not know, but I understand something was said here yesterday that the men were compelled to handle 25 messages an hour.

Chairman WALSH. Yes; I overlooked that. Just state what they are required to do.

Mr. POWERS. If they did not do that; if they were called on the carpet; if I was to call on the carpet, as the saying is, every man that did not handle 25 messages an hour, I would not have anything else to go.

Chairman WALSH. That statement is not a fact?

Mr. POWERS. That statement is not a fact. I say to this man, if a man says what is the limit, I say there is no limit. "What do we pay you?" It may be 35 or 40 cents an hour. I say the limit is an honest hour's work, and if you handle 50 and handle them right, all right; if a man only handles 5 and handles them right, I want him to tell me why he can not handle any more. If his excuse is reasonable there wouldn't be anything more said or done.

Chairman WALSH. That is all; you may be excused.

TESTIMONY OF MR. PERCY THOMAS.

Chairman WALSH. What is your name, please?

Mr. THOMAS. Percy Thomas.

Chairman WALSH. What is your business?

Mr. THOMAS. I am a news man at the present time.

Chairman WALSH. What is your present occupation?

Mr. THOMAS. News man.

Chairman WALSH. With what company?

Mr. THOMAS. International News Service.

Chairman WALSH. In what capacity?

Mr. THOMAS. As manager of its Washington bureau.

Chairman WALSH. Have you ever been a telegrapher?

Mr. THOMAS. Yes, sir.

Chairman WALSH. Covering what period of time, please?

Mr. THOMAS. From about 1880 to 1899.

Chairman WALSH. How long have you been engaged in your present business?

Mr. THOMAS. About 16 years.

Chairman WALSH. Are you familiar with the telegraph situation as it affects telegraphers; are you in touch with it?

Mr. THOMAS. I think I am pretty well in touch with it.

Chairman WALSH. Had you any connection with the strike in 1907?

Mr. THOMAS. I was deputy national president.

Chairman WALSH. Of what?

Mr. THOMAS. Of the Commercial Telegraphers' Union of America.

Chairman WALSH. I wish you would please give us what information you have upon that subject as concisely as you can, Mr. Thomas.

Mr. THOMAS. The particular point I would make in regard to the strike is that I consider that the Western Union Co. was entirely responsible for it. From the information I had before the strike took place, there were many agents, sometimes called spotters, in our midst throughout the East. Some of them were good speakers and were ardent in their demands for a strike. Immediately the strike took place, almost within 24 hours, some of them counseled moderation and went amongst our men in New York, where we probably had 2,300 or 2,400 men and women on strike, and exhibited rolls of money and told them that they could earn a great deal by returning to work. That was one of the things we had to contend against. I had it on reliable authority—whether a statement of this kind will be accepted by the commission, I don't know—but prior to the strike Col. Robert C. Clowry, then president of the Western Union Telegraph Co., is reported to have declared that he would be glad if the men would go on strike throughout the country, for it would be beaten, he said, and beaten sooner than the strike was in 1883. I understand that he said the strike could not possibly last longer than two weeks. At the end of two months, when after a great deal of effort had been made by the companies and particularly the Western Union Co. to break down the union, we succeeded in making it last a month longer.

Chairman WALSH. Did you know anything about the details of the agreement that was made in New York, as you have heard testified to here by Mr. Koenekamp and the officials of the Western Union and the violations of the agreement that they claim in San Francisco on the following day, and the extension of the trouble to other places at a later date?

Mr. THOMAS. I know of it in a general way, that part of it was handled in the West.

Chairman WALSH. Is there some remedy you would suggest for what you consider to be the evils from which the telegraphers suffer in their work?

Mr. THOMAS. There is only one remedy, and that is nationalization of the telegraph. No one will admit that the telegraph companies are benevolent. Their objection to the nationalization of the telegraph is wholly a selfish one. The articles they issue are for the purpose of assuring the continuance of their profits. I hold, and I would like to emphasize this, that the nationalization of the telegraph means the employment of more telegraphers, probably inside of five years, five or six or seven thousand more than are at the present time employed. It undoubtedly means a great increase in the number of compositors, the establishment of more newspapers and other publications throughout the country. It means everything that makes for the progress of our country. It means for the telegraph employees as well as other employees that there would be grievance committees in each office, and the abuses which now prevail would be impossible under the nationalization of the telegraph.

Chairman WALSH. You heard the objections that were urged here by Mr. Reynolds, I believe, that it would mean a very much increased taxation in the first place, and it could not be operated or would not be operated as well under private management, and that there would be an increased cost to the ultimate consumer. There may have been some other things charged by Mr. Reynolds in his testimony. Did you hear Mr. Reynolds testify?

Mr. THOMAS. No; I was not here; but Mr. Reynolds's interest in the matter is entirely selfish; I want to emphasize the fact that my interest in the matter is entirely unselfish. I have no desire to work for the Government in case that nationalization of the telegraphers comes about. My desire to see the public own the telegraph comes as the result of 35 years' experience in the telegraph business. I would like to add that I am sure that the messenger boys are employed in avenues where they should not be employed. When I was a boy 10 years of age I was compelled, if I wanted employment, to carry

telegrams to disreputable houses, gambling houses, to opium joints, or to any other place that the company elected to send me; also to run errands to any place as client or customer wished to send me. That was the case not only with me but with other boys, and information comes to me to the effect that these practices still exist.

Chairman WALSH. Did you want to ask any questions, Mr. Aishton?

Commissioner AISHTON. Just one. Mr. Thomas, the principal tangible result outlined, which you emphasized with considerable force, would be nationalization of the telegraph, and that would result in the immediate employment, as you say, of thousands of telegraphers?

Mr. THOMAS. I have said it would result in the course of five years in the employment of about 5,000 more telegraphers.

Commissioner AISHTON. That is all.

Mr. THOMAS. May I look over a note handed me?

CHAIRMAN WALSH. Yes; and if there is any statement you wish to make that you have not been inquired about, and desire to make, you may do so.

Mr. THOMAS. I want to say that I am very much opposed to the teaching of telegraphy to convicts. I do not think it is fair to hold up any particular business to be exploited by those who, unfortunately for themselves and society, are sent to prison. I think they ought to be kept in the background.

I desire, Mr. Chairman, in that connection, to read a news item, of which I have two copies. Both practically are the same:

"CONVICTS TO LEARN TELEGRAPHER'S ART.

"A class of 60 convicts will learn telegraphy at Sing Sing. One set of instruments was received by Warden Osborne (Thomas Mott) from the Western Union Co. to-day. That company will help convicts secure positions if they are deserving."

I sent the following message to Mr. Osborne:

CHICAGO, April 14, 1915.

HON. THOMAS MOTT OSBORNE,

Warden, Ossining, N. Y.:

Your reported acceptance of the Western Union plan to teach telegraphy to convicts merits their peculiar consideration. For a while they would feel at home in Western Union offices, as conditions in them bear a strong resemblance to those which formerly prevailed at Ossining, but having had time to size up the situation undoubtedly they soon would show their preference for Sing Sing and ask to be sent there again.

As you are a humanitarian, I would suggest that you investigate the "speeding-up" and the denial of lunch and other necessary reliefs and of human rights in general by this worst of all employing concerns—the Western Union Telegraph Co.

PERCY THOMAS,

Past President Commercial Telegraphers' Union of America.

Commissioner AISHTON. Will you please return to the commission the reply to that telegram when you get it?

Mr. THOMAS. I will.

I have here another document I want to offer. This was to have been signed by the president of the union, the general secretary-treasurer, and myself as past president. The young lady at the office has not sent the full statement over to the commission:

"The chief executives of the Western Union and the Postal Telegraph Cos. having informed your honorable body of their intention to discharge and persecute any telegrapher employee who shall attempt to exercise the right of an American citizen to join any lawful association or insist on the right of assembly and free speech, the Commercial Telegraphers' Union of America begs to call your attention to the action of its biennial convention in Detroit, Mich., in June, 1914, which declared it to be the purpose of this union to fight for the right to organize its craftsmen, even though a strike in defense of such right be necessary.

"In this connection we desire to say that on March 27 of this year the Western Union Telegraph Co. locked out 40 telegraphers in St. Louis, but when 200 or more telegraphers other than those involved in the lock-out threatened to strike

the representatives of the company in that city agreed to reinstate without discrimination the operatives who had been unjustly discharged. This agreement, we are advised, has been repudiated in the last 24 hours by the company's officials in St. Louis, they refusing reinstatement to the locked-out telegraphers, unless the latter shall surrender their union cards. The agreement was made under the auspices of the Department of Labor of the United States, and if it be not carried out in good faith by the company a strike is practically sure to result."

I want to make one addition to the point that I believe the commercial telegraphers of the United States believe in arbitration, and I am quite sure that arbitration can only be had when we are strong enough to force it. I want to say that out of the deep love I bear these two telegraph companies, which extends over my life, that I feel positive in saying there is but one way to treat with the telegraph companies, and that is to fight them to a finish. [Banging on the table.] Excuse me.

CHAIRMAN WALSH. You may be excused.
Wesley Russell.

TESTIMONY OF MR. WESLEY RUSSELL.

Chairman WALSH. Please state your name?

Mr. RUSSELL. Wesley Russell.

Chairman WALSH. What is your official position?

Mr. RUSSELL. International secretary-treasurer of the Commercial Telegraphers' Union of America.

Chairman WALSH. How long have you been in your present position?

Mr. RUSSELL. About 11 years.

Chairman WALSH. Your previous occupation?

Mr. RUSSELL. Telegrapher.

Chairman WALSH. Is there any statement, Mr. Russell, that you desire to make in any way, first, in reference to the matters that are under consideration by the commission?

Mr. RUSSELL. I think I have, Mr. Chairman. I wish to preface it by stating that I had employment in all branches of the telegraph service. I notice that a witness here stated he regretted that the officers of the union were all either railroad or broker men. The fact that an obscure individual like myself had worked for his company for years at different points no doubt escaped his attention or else the information was not available to him.

I started in as a messenger boy in Chicago with the B. & O. Telegraph Co. at the age of 14 or 15 years; I was a messenger for the Postal Telegraph Co. for a year or a year and a half, and went with the Western Union Telegraph Co. as check boy, one of the boys on the inside that carry the messages around; became an operator; went with the Postal; again back to the Western Union, and worked for the Western Union at various places—Galveston, Chicago, two or three times, and I last worked for the Postal Co. in Washington for a period of three years, about 1898 to 1901. I then went with the Associated Press for a number of years, and was with that association when I accepted this position about 1904.

The first matter I would like to take up is concerning one of our witnesses here, Mr. Henry Lynch. It seems that Mr. Carroll, in testifying here yesterday, left an unfortunate impression. The only Lynch he knew of was Mr. Henry W. Lynch. This man, he said, had been discharged for intoxication or some such thing. I think the record leaves it to be inferred that this is the same Henry Lynch who testified for us. Mr. Lynch has written a letter to the chairman of the commission, in which he states he is not that man. His initials are not "H. W.," and he states that Mr. Carroll, who was then with the Postal Telegraph Co. in an official position, was the man who discharged him, or at least issued the instructions for his discharge for attending a union meeting at that time, and in all likelihood is one of the chief causes for Mr. Lynch going to Canada. The man mentioned by Mr. Carroll is not Mr. Henry Lynch, our witness.

I have heard a reference to the Insurance and sick-benefit association of the Western Union Telegraph Co. Some interesting testimony was given in 1883 by a former president of that company, Mr. Norvin Green, as to the reasons why they would establish an association of that kind. It will only take a couple of minutes to read it.

Commissioner LENNON. Read the part of it that you consider essential.

Mr. RUSSEL. It is directly contradictory to the reasons given by the president of the Western Union when this association was established.

Effective January 1, 1914, the company announced a plan for employees' pensions, sickness, and accident, disability and life insurance. The plan is set forth in a pamphlet. Employees are not required to pay anything to it, etc.

In announcing this association the president said, "It is but natural that every employee should desire to assume the normal responsibilities of life and to surround himself and those dependent upon him with things that make life complete and enjoyable.

"Employers buy and sell service; perfect service is only to be found when fidelity and loyalty reciprocate in employer and employee. It is this relationship which brings satisfaction and success to both. Reciprocity, which means mutual regard for one another's interest and welfare. This is justice, and without justice we can not hope to do a thoroughly good piece of work."

Another president of the same company 30 years before was being examined by a body similar to this—the Blair committee. President Norvin Green was testifying under oath. On the question of pensions, etc., the following colloquy ensued:

"Question. Has it occurred to you that in the management of the business of large corporations it might be wise to introduce some system of assurance or insurance by which provision could be made for the disabilities incident to old age and other disabilities?"

"Answer. I think it very likely that some such system might be adopted, which would be useful. I think it is not unlikely that the system adopted in England of paying pensions after 30 years' service would be worth something to us—probably worth all that it would cost us—I think it quite likely that it would. It is not in accordance with the genius or government of our country to pay pensions. In England the employees are given pensions when they retire from Government service, and quite a number of corporations have adopted the same system of allowing their employees a stipend in their old age. Such a system might be an inducement to quiet, continuous, faithful service, but it must be borne in mind that those pensions given in England are all predicated upon a good record during the whole period of service and upon fidelity to the employer. I think that if a man were actively engaged in a strike or in any disturbance of that sort he would forfeit his right to the pension.

"Question. Perhaps if he had such a right at risk he would be much less likely to take part in the strike?"

"Answer. Yes; and that is exactly the reason why I say it is quite possible that the system might be worth considering by our company."

It is something like 32 years later, but the motive advanced then was entirely different.

Mr. Green thought such a plan was against the genius of our institutions, whatever that may mean, but neither he nor his successor have been able to see that it is "against the genius" of our institutions for a corporation to conduct an industrial absolutism in a nation guaranteeing the political rights of free speech, a free press, and the right of assemblage. All of these political rights are ruthlessly suppressed in this industry.

We know perfectly well why this scheme was put into effect. We understand the spirit in which it was offered. The motive was not industrial justice, but increased profit and increased servitude—to strengthen the master and weaken the man.

THE BLACK LIST.

Some considerable reference has been made to the black list.

Commissioner O'CONNELL. Outside of the quotation, is that just an expression of opinion?

Mr. RUSSELL. Perhaps I had better indicate the end of the quotation. The end of the quotation is after he says "be worth considering by our company."

There has been some remarks made about the black lists. I am only going to read the first paragraph of a review of this subject entitled "The black list." A black list in the commercial telegraph service is very easily maintained. There being but two company employers for the great majority of the men, all that is required is the use of a telephone or a messenger boy between the two company offices in any city in the United States. The record of any man, whether he worked for one company or the other, can be ascertained by telegraph. Whether he last worked in New York or San Francisco, his record can be had the same day in any city in the country.

I wish to show here the means of intercommunication between offices of the records of telegraph operators. It is what might be called a "service code." And there are some words here, "Aggressive," a code word which means "union agitator"; "scarlet," "struck in 1907," etc. And there is another here. I notice "artist," "quit on short notice." When the company discharges a man he is given about two minutes to get out of the building, but they demand 10 days and 2 weeks' notice.

Commissioner LENNON. On what evidence do you base the claim that this is the code in existence? Is it your own experience or on information that comes to you?

Mr. RUSSELL. Oh, yes; the telegraphers themselves handle these messages in code, and it is a matter of record, I am sorry to say, that some of the operators become so familiar with this code that sometimes when they thought the answer was not so favorable to the man as it might be that there was an error made and a more favorable word was substituted in its place.

Commissioner O'CONNELL. Do you mean to say that the operator who received a word in a telegram would substitute another word?

Mr. RUSSELL. He unfortunately would make a mistake.

Commissioner O'CONNELL. For the protection of himself or someone else?

Mr. RUSSELL. Perhaps he had an idea that he was protecting the man who was making application for employment; maybe he thought perhaps that the word from San Francisco, for instance, was not favorable.

Commissioner ASHTON. Did he deduce from the replies that came the meaning of the code words? For instance, "scarlet" means "struck"; did he deduce from the reply about some man that came, that that was the meaning of the word?

Mr. RUSSELL. Yes; cause and effect. They had to handle them so often that they had a pretty good idea as to what the different code words meant, and if a certain code word occurred in the message they could always predict what was going to happen to that man. This system that I have indicated—this code—was abandoned some time ago and a more elaborate one adopted by the Western Union Telegraph Co.

Commissioner ASHTON. When was that change made?

Mr. RUSSELL. Well, it was after the publication of this first code in our journal; I don't know just when they adopted the new one, but this one has never been published.

Commissioner ASHTON. Five or six years ago, or how long ago?

Mr. RUSSELL. That has been in effect for a long time, for I myself remember some of the words when I was working. This new one has a different code word for every division in the Western Union system, eastern, western, southern, Gulf, mountain, and Pacific. For the words "union agitator" they have a different code word in each one of those divisions. They also have a code word, each being different in the six divisions of the company. "Salaries from thirty-five to one hundred dollars" are provided for by code words. I would imagine that that thirty-five dollar code word would not help the young man from the country office coming to a big city with hope of getting more money.

Here is an original copy of a black list issued by the Western Union Telegraph Co. and sent out by T. P. Cook, general superintendent. They refer to it as a "discharge list." It seems to me to be a cumulative list, starting many years ago, and each circular adds names to the previous list. It starts out, "The following names have been placed on the discharged list." On this list appears the name of various people, some for embezzlement, absconding with the company's funds, attempted embezzlement, and then there is a man discharged for cause sandwiched in between. The company makes no discrimination between discharging a man for belonging to a union and discharging some person who has embezzled the company's funds.

Commissioner LENNON. Do you object to a list being published of embezzlers, as to whom it has been proven that the embezzlement was committed, that has been made good in the courts?

Mr. RUSSELL. Well, in our own journal I can only say we refuse to accept the statements of the Western Union Telegraph Co. that any of these charges are true.

Commissioner LENNON. That may be true.

Mr. RUSSELL. We eliminated the charges of embezzlement and various other things in the publication of it in our journal. It is a fair presumption, in my judgment, that if a man's name appears on there "for cause," a vague refer-

ence like that, there is a fair presumption that perhaps the charges against the other men may not have any better foundation.

Commissioner O'CONNELL. Have you checked up that list as to membership in your organization?

Mr. RUSSELL. In comparing?

Commissioner O'CONNELL. Are they union men?

Mr. RUSSELL. This is a list, I neglected to state, that is sent from the division headquarters of the company and is mailed to every railroad superintendent in that division. This list was sent into our office from a small railroad in Texas. Here are the copies.

I have here a letter of considerable human interest giving the detailed wanderings of a man who says he was black listed, and whom I have every reason to believe is. It tells of the hardships he has endured and is comparatively recent. Would you like to hear it?

Chairman WALSH. Could you epitomize it without reading it? Give the name of the man.

Mr. RUSSELL. I should not attempt to do it; it is a continuous narrative.

Chairman WALSH. Then submit it into the record.

Mr. RUSSELL. The man's name is W. R. Keller.

In connection with the black list, I want to refer to the clause in regard to the leased wires of the company. The telegraph companies' leased wires form about 15 per cent of our only available field of employment outside of the two telegraph companies. Of that 15 per cent the Western Union has leased wires to a large extent. The lease they have contains this clause; it does not all appear to be here; it has been cut off. The purport of it is that the operator employed and paid by the lessee of this wire must be satisfactory to the telegraph company. Under that I want to mention the case of J. W. O'Brien, of Bellingham, Wash., in which the Western Union Telegraph Co., under this clause, demanded that the United Press, who paid the operator, discharge him. And the United Press discharged the man under protest. They said he was thoroughly satisfactory and that he was a competent man and reliable, and they discharged him under protest. O'Brien sued the Western Union Telegraph Co. and obtained a judgment for \$1,200. The company appealed the case to the Supreme Court of the State and the Supreme Court reversed the verdict with the statement that the company was within its right in procuring this man's discharge.

Chairman WALSH. Have you any information of that character in the district covered by Mr. Carroll's jurisdiction?

Mr. RUSSELL. Of the character of this?

Chairman WALSH. Yes, of that kind; where any use was made of that clause in the contract?

Mr. RUSSELL. No, I have not.

Chairman WALSH. Have you any other case than that, Mr. Russell?

Mr. RUSSELL. No; I cite this case because it is a matter of court record. It might be well to add that shortly afterwards the Western Union Telegraph Co. lost every United Press wire it formerly had; perhaps that had some moral effect.

I have a couple of cases here of the exchange of information regarding the records of men in New York City. I selected two in New York, or three, and some elsewhere, but I will not read them, but simply make this statement, that in order to support what we have claimed here, that I have the written statements of men in New York and Chicago with reference to that exchange of information, and that they were not able to secure employment after that.

Chairman WALSH. Any documentary evidence you may have in your possession, Mr. Russell, or any written instrument you may have bearing on any of the issues that have been raised here, if you will kindly submit them into the record and then make oral comment on anything you consider would be new matter or matter that has not been elucidated heretofore, because I might say now that the issues of fact seem to be very well made up.

Mr. RUSSELL. I understand that, I shall be as brief as possible. I would like to cite and read the original document in one or two individual cases in which the names of these men, which were procured by criminal methods in Portland, Oreg., as to how they were discharged in Chicago. We have all the correspondence bearing on it and I think it would be interesting.

Mr. H. A. Macaulay was one of the names on that list. He was discharged and wrote a letter to T. P. Cook, the highest official in Chicago, for reinstatement.

ment. He was not told what he was discharged for. He had no chance to confront anyone; he was merely told he was not wanted. He writes a very nice letter, which I will not read.

Chairman WALSH. You may give the substance of it.

Mr. RUSSELL. He states that he has performed his work faithfully and well, and that he was sober, industrious, and reliable, and that he had put in the better part of 20 years in the company's service, and that he thought he was receiving outrageous treatment for such faithful service; that the only mark against him there could possibly be was that he went on strike with the others in 1907 and remained out to the finish; that is the substance of it. It is a very nice letter. Mr. Cook received this letter and he wrote to his immediate underofficial, W. J. L. (Mr. W. J. Lloyd):

"As this man was in the general operating room for some years, what can be said for him? Can our representatives give us any information as to his affiliations?

"T. P. C."

Apparently it was referred to the chief operator, and he replied; and I consider this the fairest judgment of Mr. Macaulay in the whole bunch:

"Mr. LLOYD:

"Henry A. Macaulay was employed here several years prior to August 9, 1907, when he struck with others. He was reemployed August 23, 1909, and dropped for nonattendance December 20 of the same year. He resumed June 21, 1910, and was transferred to the plant department August 16, 1911, and dropped by them January 10, 1912. I do not remember him as particularly active before or during the strike. He is an enthusiast in his horoscope calculations; is a good operator, and above the average in intelligence. Mr. Webber, of the plant department, informs me his services were satisfactory, so far as his mechanical knowledge extended, he having had no technical experience or schooling, therefore was not considered a first-class quad man.

"C. H. FINLEY.

"Chicago, May 30, 1912."

Then Supt. Lloyd refers it to Mr. Cook thus:

"There is not much known about Macaulay; he goes about his own road and don't mix. You will note his letter carefully avoids any reference to C. T. U. matters. Do you care to have No. 12 make a report on him?

"W. J. LLOYD."

Number 12 was the local spotter. Then Cook replies:

"Yes; please have operative No. 12 look into this case promptly and advise.

"T. P. C."

"G. C. R. look him up; he is a big fellow and wears a full beard.

"W. J. LLOYD."

And this is the memorandum of the operative to Mr. Shoemaker:

"R. M. S. I found about this fellow. Just to show you the work I have,

"Rob."

The man was never reemployed. He had not been a member of the union for several years prior to his discharge, and so far as I know the injustice done that man has never been rectified.

There is another here, but that is typical of the documents we have, and I will not take up your time reading it.

The other case is Mr. R. J. Daly.

Here is another man whose name I will not mention who was discharged; his name was on that list. He had not been a member of the union since 1907. He could not get any reason why he was discharged, so, after exhausting local efforts and going to the highest officials here, he wrote a letter to Mr. Brooks, and says—I won't read it, but he stated substantially that he had been discharged without knowing why, and asked to be reinstated under the order

issued by Mr. Brooks, which we referred to as the "no-discrimination order." This is the typical reply of Mr. Brooks to most of the complaints I have ever seen:

"DEAR SIR: Replying to your letter of the 10th instant, I have to advise that I have no disposition to question the good judgment of our local officials in dispensing with your services, which I have no doubt had its base in adequate cause, and I have nothing to say on the subject, except that some of your statements are not borne out by the information which we have.

"B. Brooks, General Manager."

Mr. Brooks said more in that letter than any other letter on the subject I have ever seen. Then this man replied:

"Mr. B. Brooks, New York.

"DEAR SIR: Replying to your favor of the 13th instant, I am pleased to say that I do not quite understand the last paragraph contained therein. If it refers to the union, I herewith append my affidavit relative to that organization. If it refers to any other statement contained in my letter of the 10th instant, I trust you will do me the justice to take the matter up with Mr. W. J. Lloyd, general superintendent, whom I believe will verify all I have said.

"Thanking you in advance for a thorough investigation of my case, I beg to remain.

"Yours, respectfully."

He was kept on for something like six months and wrought up to a pitch where he, I understand, was in a mood to commit murder, when he was finally put back to work.

Another case here—the same letter signed by Mr. Brooks referring to the case of another man in San Francisco. His name was on the list, and I will point out his name to you on a list I got in the mails this morning.

M. J. Bryerton on this list. [Pointing.]

Chairman WALSH. What sort of a list is it?

Mr. RUSSELL. This is a list of names made up by M. R. Shoemaker from the book that was stolen by the agent of the Western Union Telegraph Co. at Portland, Oreg., on October 31, 1911. This man, Mr. Bryerton, appealed to Mr. Brooks and received the same perfunctory replies; we have them here. As far as I know he was never reinstated. I received this list in the mail this morning. It appears to be the last sheet—sheet 32.

(The list so referred to by witness appears among the exhibits at the end of this subject as "Russell Exhibit No. 1.")

Chairman WALSH. I would like to use it when you get through.

Mr. RUSSELL. Yes, sir. On this list, on the bottom, it reads as follows:

"Corrections: Leonard, W. V., should read 'Leonard, A. V.'; Martin, W. H., should read 'Martin, W. R.'; O'Brien, W. H., should read 'O'Brien, W. H.'; Taylor, A. E., should read 'Taylor, A. E.'; etc. New York, March 1, 1912. Total of 1,709 names."

We recognize the names; we know those names were on the book.

I have here an affidavit signed by G. C. Roderick, which refers to the authenticity of these documents I shall refer to which are original in all respects and to the names and initials, W. J. L., which refers to W. J. Lloyd, and T. P. C., which refers to T. P. Cook, and so forth; it is an affidavit.

(The document so referred to by the witness appears among the exhibits at the end of this subject as "Russell Exhibit No. 2.")

These letters have been gone over.

Here is a letter, the last line of which is "And the general manager backs my word." Here is another: "New York. I am inclosing application blank for membership in the C. T. U. I believe you had better join as soon as possible as I am sure you are being better equipped to secure information and get on the inside of what they are doing. Do not understand by that you are not delivering the goods, because you are. When you join show amount on your expense account."

I think there was testimony here which indicated that some cards had been charged to the Western Union, and this confirms it.

"I am getting along nicely. Write me and let me know how you are getting along. R. M. S."

This is from the Chatham National Bank Building on Broadway, New York, which is just across the street from the Western Union Building, at 195 Broadway: "Have you run across anyone you think would make a good man?"

"Mr. Shoemaker sat down and wrote out a memorandum of instructions to this operative, how to make out his expense account, to whom to address it, and so forth. He was to address his letter to B. Brooks, general manager, Western Union Telegraph Co., New York. Then it went on to indicate the manner of making out the expense account, and at the bottom he said:

"Mail one copy of report to T. P. Cook." Cook was the highest official of the Western Union Telegraph Co. in Chicago at that time. And one to B. B., New York; I think those initials are recognized without my referring to who it was. One copy to R. M. S.

Commissioner LENNON. Was Mr. Shoemaker ever a telegrapher; I have heard his name many times?

Mr. RUSSELL. I believe that Mr. Shoemaker, as far as we were able to learn, was a railroad telegrapher. He formerly worked for the Santa Fe in the same capacity under C. H. Gaunt.

Chairman WALSH. I see this is marked sample of expense account made out by Shoemaker; that was made out to whom?

Mr. RUSSELL. G. C. Roderick.

Chairman WALSH. And the alleged fact that it was made out by Shoemaker is testified to in the affidavit?

Mr. RUSSELL. That is supported by affidavit.

Chairman WALSH. And that is alleged to be in Mr. Shoemaker's handwriting, is it?

Mr. RUSSELL. That is what the man who made the affidavit says.

Chairman WALSH. Mr. Roderick?

Mr. RUSSELL. Yes. Here is a letter where Mr. Lloyd in Chicago became suspicious of the reliability of the information which had been sent him from New York of the men he had discharged, so he wrote a note to local man No. 12, as follows:

"Replying to yours of February 5, whenever you have a good line on a man and you think a mistake has been made or you believe he is absolutely all right and not probably in good standing, please write Mr. S. a letter to New York recommending his reinstatement. All reinstatements must come to me from Mr. S. through the general manager.—W. J. L." (W. J. Lloyd.)

Mr. Lloyd was at the head of a very large district and probably had several thousand employees under him, yet he could not reinstate one of those men, as this letter indicates, without authority from New York.

In the next letter to this man R. M. S. says:

"I would also suggest that you do not recommend any others."

They were trying to sneak a few of the men back and Shoemaker evidently found it out and said:

"I would suggest that you do not recommend any others that have been discharged for cause in your reports, as Mr. Brooks has decided not to take any action in the case of men who may confess after once being taken out of the service.—R. M. Shoemaker."

Chairman WALSH. What is your construction of that? I do not quite understand; that Mr. Brooks changed his policy about discharging the men and notified these people not to send their names? Perhaps I do not gather your construction of it.

Mr. RUSSELL. "Mr. Brooks has decided not to take any action in cases where the men may confess after once being taken out of the service." Well, the appeals had been many; they came in from 30 or 40 different cities. I dare say Mr. Brooks may have gotten tired of reading them. Some few might have indicated that they were members, but the great majority said they were not. I don't know just what it does mean.

Commissioner GARRETSON. But there was no withdrawal of the circular?

Mr. RUSSELL. Oh, no; that still stands, to the best of my knowledge. Here is the method by which the names of new men coming into the service were handled. New men coming in would be reported every few days on a list of that sort [exhibiting]. That list would go to Mr. Lloyd. Mr. Lloyd would refer it to the local investigator and the instructions would be, "Please look up." They would be investigated, and, of course, if they were reported as being members they would be fired.

Here is an interesting case, where a man—another local agent came here whose name was McCormick. He was instructed to apply at the local office

under the name of Allen C. McClurg. We have the letter here giving those directions somewhere. He did apply and was hired under that false name. In the service code that I filed there is a code word for any man, any telegrapher, who uses a false name, "flagging," we call it, and I dare say he would be denied a position; but in this instance the company adopted the same method. There is the record of his name given among the new employees on this date, "Allen C. McClurg." I have the letter here somewhere in which definite instructions are given to have him apply.

I think we have shown enough of that—oh, yes; here it is: "Please tell McC." McCormick his name was, "to report at C. O." Chicago office, "as A. C. McClurg and they will put him on days. W. J. L." Lloyd.

There are others which I will not read, which are all original documents—copies of expense accounts, which indicate the salary paid, salary and expenses of about \$160 a month.

Here is a letter W. J. Lloyd wrote: "Suppose you are keeping a full list of those sent in daily as new employees and following them up as best you can." He took care of the lists, all right; I can vouch for that.

Here is another; I have one here that refers to the checking report of a telephone girls' union and the subsequent statement, "Never mind checking up the telephone girls' union." So evidently they were interested in telephone company affairs as well.

I have here a little stanza, a quotation from Kipling, which I will quote. It seems applicable to the injustices that have been done through this spotter system, the fact that hundreds of men throughout the country were discharged without having any chance to appeal and without knowing what they were discharged for. This in the face of the pledged word of the company to the contrary, signed by the general manager. They would go back and apply for employment and they would be given evasive answers. I know that in many cases those men were deliberately tortured; they would be kept coming along for weeks; first they would be inspired with hope and then with fear. When the local officials got through toying with them, they would finally be referred to New York, and in due course a letter would come from New York to the effect that the officials at that end, who originally ordered this man's discharge, did not care to interfere with the action of the local officials in his case.

Truly these headmen, with the nightmares of the men they have hunted, the families they have broken up, the misery, suffering, and tears they have brought to the innocent wives and children can say with Kipling:

Go stalk the red deer o'er the heather,
Ride, follow the fox, if you can,
But for pleasure and profit together,
Allow me the hunting of man;
The chase of the human,
The search for the soul to its ruin,
The hunting of men.

Mr. Reynolds appeared to be very well satisfied with conditions in the Postal. I regret to say that very much of the information that we have collected for the use of this commission came from the Postal offices.

I have here a very lively letter from a man employed in the New York office, and the only reason I can assign for Mr. Reynolds being ignorant of the conditions, the writer states exists there, is the excuse he has given of his protracted absence of three months traveling about the country getting acquainted with the men and their working conditions. This is rather long, but it is a statement of the efficiency system. He says: "Sad plight of telegraphers under scientific manager." The scientific manager referred to is Mr. J. J. Whalen, I believe; and one of the items he mentions as an example of Whalen's scientific ability is:

"As another measure of economy, Whalen did away with the toilet paper in the lavatory and hung a single roll over the wash basins, with the following notice above it: 'Tear off as much as you need from this roll; no more paper will be placed in closets.'"

The writer says that this foolish scheme was abandoned in about a week. The rest of the letter is quite interesting, and would indicate—

Chairman WALSH. Could you epitomize it? You have given the typical complaints; are there any besides that?

Mr. RUSSELL. First, he gave Whalen's pedigree in three paragraphs, which I wish to assure you is not at all favorable, and he proceeds; he says, "Then he inaugurated the recorder slip and cost-per-message systems. He formed a corps of delivery clerks to carry the systems into operation and, by threatening and

browbeating, made the operators work at high tension for nine hours a day without any rest, except for dinner. The short relief, which was designed to give the operators a few minutes in the morning and afternoon to answer nature's calls, was abolished; lunch reliefs were irregular; business was delayed; everything within the lay, and without for that matter, was done to cut down expenses."

Now, I do not like to dispute Mr. Reynolds's statement that everything is pleasant and harmonious in the telegraph service. We have, on occasion, when particularly flagrant reports were made to us, written letters to the president of the company, or the general manager, setting forth the complaint, if we could do so without mentioning any particular individual. I have never yet heard of any remedy being made in those cases.

I have here the testimony of Mr. A. B. Chandler, who was, at the time of giving that testimony, chairman of the board of directors, in 1901, and it is his testimony before the Industrial Commission. The gist of his testimony is this: That for 15 years, from 1883—or for 17 years—from 1883 to 1901, the wages paid by the Postal Telegraph Co. did not exceed those paid by the Western Union Telegraph Co., that they paid the same wages; and Mr. Chandler admits that fact, and I cite it here to show that there has been no advance in wages covered by the period of Mr. Chandler's testimony.

I have listened to the testimony of Mr. Carlton and Mr. Brooks as to the irresponsibility of the union and union officers. Might we not, with much justice, charge incompetency to men who would maintain a policy that could have no other result but a strike and who would defer until the very last minute before taking any step toward preventing a strike that they knew to be almost inevitable? Might we not with equal force question the wisdom with which the great power of the company has been used for many years past? Has it always been used wisely, beneficently? Were there no abuses of it, no injustices? We think that even a casual investigation of that record should cause them to hesitate to criticize others. As to agreements, what about the action of Col Clowry in demanding that the United Press break its contract with our union in 1908? If that was justifiable, why criticize the unions?

I have here an example of the speed-up system, or the increase in the amount of work to be done by an operator between Chicago and New York. It is short, and with your permission, I will read it:

"CHICAGO-NEW YORK WIRE.

"In 1907 the operator received \$88 per month, and 300 messages was regarded as a day's work. To-day, on the same wire, the operator receives \$100 per month, and he is required to do 480 messages. Increase in wages 15 per cent; increase in the amount of work demanded, 60 per cent.

"For instance, the New York-Chicago operator in 1907 was paid 1 cent per message over 300. If he did 480 his day's work would net him \$5.18. To-day he receives \$3.84 for 480 messages, which wage, it will be seen, is based on a rate of 80 cents per 100, or a reduction of 35 per cent.

"The terms 'bonus' and 'premium' are synonymous. The bonus or premium is paid for excess work. The telegrapher working a premium wire in 1915 receives 20 per cent less for the same work than was received in 1907."

As a little example of the pressure applied to operators in following out this speeding-up system, I cite the original note from the chief operator, or some official, at Milwaukee who signed "C. W." and which was addressed to the two operators working the Chicago-Milwaukee line. He says, "The wire you are working should carry 1,000 messages a day. Our sending side carried only 415 messages, 85 short of the average. What excuse have you to offer?—C. W."

The wage in 1907 for 3,000 messages on that same wire was \$82.50. The wage paid in 1913 or 1914 was \$100. The wire was later abandoned and the circuit put into what they call the printer. As has been explained here, cheaper labor is hired.

Those figures show that the work demanded increased 66½ per cent, or from 300 to 500 messages, while the increase from \$82.50 to \$100 made 21 per cent. In other words, they were demanding three times the work for the amount of increase.

In connection with the wages, no increase can be maintained in these telegraph companies without some sort of an agreement. There is in existence what telegraphers refer to as the sliding scale, a system of undercutting. If a \$100 man is

discharged, very frequently they would put a \$95 man in his place, or move over a \$95 man to do the work. That was formerly \$100, etc. So that the maximum rates are constantly cut from under.

Chairman WALSH. Have you any instance of that kind in Chicago? You heard the statement Mr. Carroll made upon that subject, that it is absolutely not the practice here?

Mr. RUSSELL. To do what?

Chairman WALSH. To discharge the higher-priced men.

Mr. RUSSELL. To do justice to Mr. Carroll, I made some inquiries, such as I was able to do, and I found that the top rate, which is \$100, is about the same as it was a year or so ago. But this \$100 a month I do not believe exists in over 2 per cent of the operators in the Chicago office, and less than 2 per cent as applied to the entire system.

Chairman WALSH. But you have no individual instance that you could cite in the city of Chicago within the past two years, for instance, where a man was discharged from a \$95 or a \$100 job and some one from a lower rating put in that place?

Mr. RUSSELL. Well, that requires inside information.

Chairman WALSH. Yes.

Mr. RUSSELL. Which I at all times am not able to get.

Chairman WALSH. I see.

Commissioner AUGHTON. You heard some testimony here this morning from the chief operator of the Postal that 66 per cent of the office force had rates of pay of, I believe, \$85 and over?

Mr. RUSSELL. Sixty-six?

Commissioner AUGHTON. That proportion exists to-day. Is that any smaller to-day than it was two years ago or one year ago? Have you any information on that?

Mr. RUSSELL. I am lacking in that information, because the chief operator is not very prolific with the data on those questions.

Commissioner AUGHTON. But those facts could be determined by an investigator of this commission?

Mr. RUSSELL. Yes. For the first time in the memory of any telegrapher in Boston, the Western Union, about February 1, 1915, assigned six men to "split tricks," on which they had to work nine hours. It was a rule there for the split trick to cover eight hours actual work. The hours of the trick were 9 a. m. to 2 p. m. and 5.30 p. m. to 9.30 p. m., covering 12½ hours from start of work to finish. That is an increase of one hour to a day's work of the men.

To show you the absolute power of the company over all conditions, within a few weeks, I understand, this order was rescinded; that eight hours was again established. Whether it was because of anything that had come to their knowledge of a possible inquiry, I do not know. The change was made.

Then with reference to the sanitary conditions in the same office: Rats were very plentiful around the building at 109 State Street, Boston. The company bought a quantity of liquid, which was supposed to poison and embalm or petrify the rats. Some rats were poisoned, but not preserved. They decayed and lay between floors in different portions of buildings. Odor was so bad that parts of flooring were removed and the rats taken out. One operator who will be known by initial "E," working on bank "C," found scent so bad that he had to request to be removed. Rats ate holes inside of men's clothes; initial "F"—that stands for the operator's name; we can furnish the name if requested. Rats mutilated check boy's overcoat, ate lunches. Girl lost her muff; was apparently stolen, but later it was found where it had apparently been thrown out of sight, and was mutilated by rats. Two operators killed rats on the stairs.

Mr. Carroll has made some comparison with message work and press work. I happen to be a press operator as well as a commercial operator. The comparison is not good. There is a great deal more work in handling messages in a given amount of work, say 2,000 words, due to the continual use of the type-writer line shift on account of shorter line; also closer concentration and a greater degree of accuracy is required than in 2,000 words of press. And everybody knows that; every telegrapher of any experience knows that. I am told that a man working at a very fast rate, such as these 1,000 per day records they are putting in their publications, that his motion resembles a man with St. Vitus dance. He is simply jumping around all the time, snatching the blanks out, putting them in, and straining every nerve at top speed all the time. A strain like that for nine hours is something killing.

In regard to the promotions, there is no promotion system either at the top or the bottom. I think that applies to both companies. This refers to the Western Union. President Carlton entered the service of the company in 1910 and receives \$35,000 or upwards per year. Belvidere Brooks, vice president, entered the service in the seventies, and receives \$12,500 as vice president.

Mr. Brooks has been in the service something like 45 years and Mr. Carlton 5 years. I believe that Mr. Carlton was placed over the head of Mr. Brooks without any great length of service.

Another illustration: W. J. Lloyd, who entered the service in the seventies. Mr. Lloyd was the gentleman referred to here in Chicago; he received \$6,500 as general manager of the Mountain Division, while C. H. Gaunt, the man who conceived and put into effect the spotter system, which, by the way, he imported from the Santa Fe and where he had some degree of success with it and brought it over to the Western Union and brought Mr. Shoemaker with him. He gets \$10,500, something like \$4,000 more than Mr. Lloyd, and he came into the service five years ago. He also gets \$2,000 more than the general manager of the eastern division in New York, Mr. A. G. Saylor, who, I believe, is a man of long service. Now, whether the compensation paid to Mr. Gaunt is for his ability as a telegraph man or for the peculiar talent he may possess in other lines, perhaps that mentioned in the quotation from Kipling, I don't know.

I will be through in a minute.

Mr. Carroll said yesterday that he thought the longest hours for telegraphers in his division was 10 per night, but we have a letter from a Western Union employee which reads as follows:

"I am the night operator here working 13 hours a night, seven nights in the week, with no time off whatever, with a salary of \$50 a month. I think you will find it the same in every night office of the Western Union with reference to that particular territory.

"I know of a man who took up his case with the manager and superintendent for a night off each week, but the superintendent says they can not afford to put extra expenses on the night work, which would be \$1.65 per week."

We also have a letter from a member stating that at Marlon, Ohio, which is in Superintendent Carroll's division, the salaries of the manager and the two operators was reduced \$5 each in November, 1914.

At Grand Rapids, Mich., the two split tricks have been lengthened recently one-half hour each.

In St. Louis the common extra operators have averaged \$10 and \$12 a month during the winter, while the preferred extra averaged \$40 per month, and the double A preferred—I must confess that I don't know what that is; that is a new one on me, this double A preferred; I must confess that is a finer distinction in the extra list than I ever heard of before; this double A I do not know.

One operator received \$4.03 compensation for two weeks' work, \$4 of which was deducted for meal tickets.

The "on-and-off" system is in general vogue, whereby the men wait 14 hours in order to get in one hour's work, and other cases we can cite here; but the "on-and-off" system is the system where the men, as it has been told here, have to report in the morning, and they are sent in on call for 10 minutes or 15 minutes or 20 minutes or half an hour, and then they are shot out again to wait at their own expense until they are recalled. Such a thing was unknown when I was a telegrapher.

Chairman WALSH. At this point we will stand adjourned until 2 o'clock.

(At 12.35 of the Thursday, April 15, 1915, a recess was taken until 2 o'clock in the afternoon.)

AFTER RECESS—2 P. M.

Chairman WALSH. The commission will please come to order.
Mr. Russell.

TESTIMONY OF MR. WESLEY RUSSELL—Continued.

Mr. RUSSELL. I have here just a few more words, Mr. Chairman, and then I will be through.

The policy as announced here by the telegraph companies, having closed every avenue of appeal either on behalf of the employees or their representatives, this is the only bar to which we can appeal—the bar of public opinion.

We have concluded our case. We believe the testimony has borne out our contentions, and we sum up as follows:

Wages: We agree with the statement of President Carlton and Vice President Brooks, of the Western Union, that the operators are underpaid and that our wages should be increased.

We think the testimony of Postal telegraphers who appeared before your honorable body amply refutes the statements of Vice President Reynolds.

Hours: Hours of labor are too long. We have shown the tendency is to make them still longer.

The English system of 7½ hours for day work and 7 hours for night work is amply sufficient.

We present herewith the testimony of three presidents of telegraph companies on this subject, as follows:

On February 23, 1866, the United States Senate having under discussion a bill for the establishment of a telegraph system in connection with the Post Office Department, requested of the Postmaster General certain information relative thereto, which he secured, or attempted to secure, through interrogatories submitted to the telegraph companies. The three principal telegraph companies doing business in the country at that time replied with a joint letter, in which appeared the following statement: "There is also in the tension in the brain of an operator a limit to all use of the wires when crowded to their capacity. The necessary absorption of the mind is exhausting. To crowd the work beyond a certain rate would require relays of men to relieve each other. Six hours continual service of this character is all that a young person is capable of performing and maintain health."

This letter was signed by Edward S. Sandford, president American Telegraph Co.; J. H. Wade, president, Western Union Telegraph Co.; and William Orton, president of the United States Telegraph Co.

After the consolidation of these three companies William Orton became president of the Western Union, and remained in that position for years; but neither he nor any succeeding president of the Western Union ever inaugurated the six-hour day.

The instance related is an example of argument the company has put forth as a deterrent to Government ownership.

Amount of work: We believe that we have proven that the amount of work demanded has steadily increased until now three and four times the amount of labor is exacted, for a lower wage and under much worse conditions of employment, than existed 40 to 50 years ago. If telegraph officials believed then that six hours' work was an adequate workday, when 150 or 200 messages was the standard, what is to be said of it to-day, when 480 messages are demanded by the Western Union for a day, as against 300 only a few years ago?

Working conditions: We have also shown the shameful abuses of necessary reliefs, morning and afternoon, and lack of promptness in lunch relief. These reliefs are absolutely necessary to the health and welfare of the workmen. A short relief should not only be regarded as a necessity for natural reasons, but also as a restful relaxation in the day's work.

Speeding up: We have shown the speeding-up process—the driving and hounding of telegraphers by both companies to get the last possible ounce of strength from the telegrapher.

Extra lists: We have shown the extra lists as having been increased from 7 hours for a day's work to 8 and 9 hours. When the shorter workday prevailed, on the waiting list the tendency was to put men on regular promptly; the reverse is true now. It is a device to throw the entire burden of lulls in traffic upon the worker.

Automatics: That the company has largely developed automatic machines, operated by cheap labor at \$25 to \$45 per month, while large numbers of Morse men, with years of experience, were half starving on the extra list.

Telegraph schools operated by the company have been shown to be turning out a continual stream of new recruits into the service and advertising it as the only business not overcrowded.

Finance: That the Western Union has made some remarkable stock dividends; that the present capitalization is excessively watered.

We do not feel that this summing up would be complete without suggesting remedies for the evils we have shown to exist.

The right to organize should be recognized. This would promote a better feeling. We have been accused of lack of responsibility. Could we not with

equal justice charge officials, who by denying the right to organize precipitate a strike, with incompetency? We are intelligent men. We have learned from our experience. We want to enjoy in our industry the rights we enjoy as citizens.

Chairman WALSH. That is all. You may be excused.

TESTIMONY OF MR. JACOB ROBBINS.

Acting Chairman LENNON. State your name.

Mr. ROBBINS. Jacob Robbins.

Acting Chairman LENNON. What is your business?

Mr. ROBBINS. I am connected with a tobacco factory in the East.

Acting Chairman LENNON. Do you live in Chicago?

Mr. ROBBINS. Yes, sir.

Acting Chairman LENNON. Where do you live?

Mr. ROBBINS. At 138 South Ashland Boulevard.

Acting Chairman LENNON. We understand that you have made some study, or, rather, are familiar in some way with the condition of messenger boys, a subject we have had up here during the past week. Is that correct? Have you made any such investigation? Do you know anything about it?

Mr. ROBBINS. I have a good idea of the life of a messenger boy, because I made a personal study of it.

Acting Chairman LENNON. Tell us just what you know about it; what they do, and their hours of work and where they work, and any matter that you believe would be of interest to this inquiry?

Mr. ROBBINS. I have been watching the messenger boys since 1903, and I do not know of a boy—I have not as yet met a boy that claimed he was satisfied with conditions, with his treatment. I never yet met a boy who told me that he earned more than \$9 a week without losing any sleep over it or without going without his meals. I have known of messenger boys hanging around the messenger room there, the waiting room, for several days, and I have known of mothers going after them. I do not believe that there is an institution in this country that abuses boys more than the Western Union Telegraph Co. Whenever you see a natural boy—a rosy-cheeked boy—delivering messages, you can be sure this boy has only been on the job a week or two. They are generally overworked; they have no chance for advancement; they have nothing to look forward to; and the only time a boy becomes a messenger boy is after he searched all over for another position, perhaps for weeks, and can not find one.

I did not expect to be called here, and I have not brought anything with me. The only things I can tell you is what I can think of right now.

Acting Chairman LENNON. Where have you lived in the last few years? In Chicago all the time?

Mr. ROBBINS. I have lived in Chicago for the last 20 years.

Acting Chairman LENNON. Where have you observed the boys in Chicago?

Mr. ROBBINS. I conduct several boy's clubs here in the city.

Acting Chairman LENNON. You say you conduct boy's clubs?

Mr. ROBBINS. Yes, sir.

Acting Chairman LENNON. What is the object of those clubs? What do you do for the boys?

Mr. ROBBINS. One of my clubs is for the sole purpose of taking the boys who have been turned out of institutions with instructions to go out and make a living. We have a boy's committee whose business it is to secure such boys positions and find homes for them if possible.

Acting Chairman LENNON. Are you associated with other men and women in this work, or is it a work of your own volition?

Mr. ROBBINS. In all but one organization I am doing this work alone. We have what is known as the Boy Brotherhood Republic. There are seven men and women who have charge of this particular organization, and I happen to be one of them. All this other work I do myself.

Acting Chairman LENNON. Have you ever been with messenger boys on errands that they were sent on about the city?

Mr. ROBBINS. I went so far as to apply for a position as a messenger boy, in order to get at the truth, and I secured a position with the Western Union, and I ran messages for one night. My purpose in doing that was to get facts and know the life of the messenger boy.

Acting Chairman LENNON. Where did you run messages that one night?

Mr. ROBBINS. I delivered 63 messages throughout the city, and the worst thing I can remember in the way of treatment from the Western Union is that the

boys are supposed to work 8 hours. When my 8 hours was up, I had just 5 more minutes to work, and when I came in from delivering a message they looked at the clock and called my number and gave me a message to deliver which took me an hour and eight minutes to deliver. I did not get paid for that. I made the remark to some of the boys, and they said, "That is nothing new; we get that stuff every night."

Commissioner O'CONNELL. How are these clubs you are conducting maintained?

Mr. ROBBINS. Every boy pays dues.

Commissioner O'CONNELL. What dues do they pay?

Mr. ROBBINS. Fifteen cents a month; one club 5 cents a week.

Commissioner O'CONNELL. How many boys are there?

Mr. ROBBINS. The largest one I have is 150 members.

Commissioner O'CONNELL. Does the income go to you from conducting the club?

Mr. ROBBINS. No; they have their own treasurer and secretary.

Commissioner O'CONNELL. How are you compensated for the services you render?

Mr. ROBBINS. I only do this when I have time—evenings and Sundays.

Commissioner O'CONNELL. You are engaged in other business?

Mr. ROBBINS. Yes, sir.

Commissioner AISHTON. You say you delivered that one night 63 telegrams?

Mr. ROBBINS. Sixty-three messages; they were not all telegrams. I was sent out on errands, too.

Commissioner AISHTON. So there were 63 separate calls that you attended to?

Mr. ROBBINS. Yes.

Commissioner AISHTON. And one took an hour and eight minutes to deliver?

Mr. ROBBINS. The last one took an hour and eight minutes. If I could have gotten my car in time, I could have made better time, but that was after midnight, and I had to go to the North Side, and they knew cars only ran once an hour.

Commissioner AISHTON. Did they furnish you car fare?

Mr. ROBBINS. Yes, sir; they did.

Commissioner AISHTON. That is all.

Acting Chairman LENNON. You will be excused, Mr. Robbins.

ADDITIONAL STATEMENT OF MR. NEWCOMB CARLTON.

THE WESTERN UNION TELEGRAPH CO.,
195 Broadway, New York, May 18, 1915.

LEWIS K. BROWN, Esq.,

Sec. U. S. Commission on Industrial Relations,

Transportation Building, Chicago, Ill.

DEAR SIR: Replying to your letter of the 11th inst., I find on inquiry that the number of special agents changes as conditions in our service alter and that there is no regular number so employed. Their disbursements are paid locally by the chief operators or district traffic superintendents under authority by the division chiefs, and in total amount to but little. We can not give you the names of the special agents.

We have not yet completed our inquiry regarding the messenger boys, although I have a report on the Chicago matter. In October, 1914, Jem Jim, a Chinese was charged with manufacturing opium for smoking purposes, the trial being the outcome of an investigation made by the United States grand jury in July, 1914, in connection with the drug traffic. Five of our messengers from the Lexington Hotel branch office were called, and with the exception of Messenger No. 172, colored, all testified that they had no knowledge of the contents of packages handled by them. Messenger No. 172 testified that he had on several different occasions secured opium from the defendant and taken it to a flat on Cottage Grove Avenue. This witness, however, became nervous and confused under examination. The case was given to the jury and the defendant acquitted, and although we had been subpoenaed to appear in court with all messenger records from January to July, 1914, this testimony was not needed. Based on an investigation at Chicago just concluded, it is my opinion that our employees were not aware of the class of business being handled. We had no

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all boxes in houses of ill-repute or in saloons in the district served by this branch, and all requests for service were received by telephone, messengers being merely instructed to go to a certain address and get a package of undry, groceries, luncheon, etc. Instructions were issued in July, 1914, that no messenger boy be allowed to perform any errand service of any kind in the business district, and such instructions have been carefully followed.

As requested in your letter of April 13, I inclose herewith Annual Reports of the Employees' Benefit Fund Committee for the Years 1913 and 1914.

The transcript of my evidence before your commission also calls for a copy of my annual report for the fiscal year ended December 31, 1914, and this I have inclosed in inclosing.

Very truly, yours

NEWCOMB CARLTON *President.*

REPLY OF SECRETARY OF COMMISSION.

JUNE 24, 1915.

NEWCOMB CARLTON,

President the Western Union Telegraph Co.,

195 Broadway, New York City.

DEAR SIR: We have your letter of May 18 in which you say:

"Replying to your letter of the 11th instant, I find, on inquiry, that the number of special agents changes as conditions in our service alter, and that there is no regular number so employed. Their disbursements are paid locally by the chief operators or district traffic superintendents under authority by the vision chiefs, and, in total, amount to but little. We can not give you the names of the special agents."

In view of the changing number of these agents, the commission requests that they be furnished with the number in the employ of the Western Union Telegraph Co. on May 1, 1915, on August 1, 1914, and on December 31, 1913.

The commission also requests that it be advised as to the outcome of your inquiry regarding messenger boys in Chicago.

We are particularly interested in this matter of special agents, and very earnestly request that this information be furnished us at the earliest possible date.

Very truly, yours,

LEWIS K. BROWN, *Secretary.*

REPLY OF MR. LEWIS McKISICK.

THE WESTERN UNION TELEGRAPH CO.,

195 Broadway, New York, June 29, 1915.

LEWIS K. BROWN, Esq.,

Secretary U. S. Commission on Industrial Relations, Chicago, Ill.

DEAR SIR: In the absence of Mr. Carlton, I have to acknowledge receipt of your letter of June 24. Our records appear to show that the following special agents were employed by us on the dates you mention: December 31, 1913, 13; August 1, 1914, 13; May 1, 1915, 18.

With reference to the third paragraph of your letter, we think Mr. Carlton's letter of May 18 fully covers the result of our inquiry regarding the Chicago messenger matter.

Very truly, yours,

LEWIS McKISICK, *Asst. to President.*

ADDITIONAL STATEMENT OF SYLVESTER J. KONENKAMP.

THE COMMERCIAL TELEGRAPHERS' UNION OF AMERICA,

Chicago, Ill., June 12, 1915.

FRANK P. WALSH,

Chairman U. S. Commission on Industrial Relations, City.

DEAR SIR: During the hearings of your commission into the telegraph conditions you requested that Division Traffic Superintendent Carroll furnish a full report dealing with the discharge of the men in St. Louis.

Inasmuch as Superintendent Armstrong has attributed these discharges to Mr. Carroll, despite that gentleman's professed ignorance of the causes for their dismissal and the disposition of Carroll and others to conceal the facts, I feel

that you should have a detailed report of the St. Louis lockout from our point of view. I am inclosing the same herewith, as follows:

A copy of my letter of even date to President Carlton.

A statement covering the efforts to settle the dispute, May 2 to 14, inc.

A table showing the number of men locked out, reasons, etc.

An individual history of each case. These are supplementary to the copy of my letter to President Carlton dated April 30 and filed with your commission.

While the Western Union officials made certain statements as well as promises to U. S. Commissioner of Conciliation Wm. Blackman, these gentlemen have not only made false statements about every material fact at issue, but have broken every promise made in their agreements with the Department of Labor through Mr. Blackman.

Superintendent Armstrong, in charge of the St. Louis negotiations, is our authority for the statement that within 48 hours after Mr. Carroll entered into his last agreement with the U. S. Commissioner, he (Carroll) issued instructions to Armstrong not to live up to the promises made. The defense of these men is that their actions are controlled from New York.

Yours, very truly,

S. J. KONENKAMP,
International President.

THE COMMERCIAL TELEGRAPHERS' UNION OF AMERICA,
Chicago, Ill., June 12, 1915.

NEWCOMB CARLTON,

*President Western Union Telegraph Co.,
New York, N. Y.*

DEAR SIR: With reference to my letter of April 20, pertaining to the St. Louis lockout, I am filing supplementary information with the U. S. Department of Labor and the U. S. Commission on Industrial Relations covering the events May 2 to 15, inclusive, in order that the agreement breaking record of your company in this affair may be complete and a matter of record.

The data consists of my statement of even date embodying the report of Mr. George A. Smith, chairman of the St. Louis grievance committee of the Western Union System Division. Mr. Smith was present at the conference between Commissioner Blackman and Messrs. Armstrong and Carroll representing your company. I am inclosing a copy of the statement herewith.

In addition to this I am forwarding to the department and the commission a table showing the details of the lockout, also a supplementary history covering each individual case.

While the officials referred to have endeavored to shift the responsibility for this flagrant breach of faith, with all of the accompanying lying and trickery, to New York, it is difficult to believe that this represents the policy of the company, since it places those concerned in a very bad light, to say the least.

However, the Western Union's policy of repression is about to fall again as it has in the past. Your telegraphers and other employees are continuing to organize in spite of all opposition. Must the history of 1907 be repeated in full, or will you meet the situation by allowing your employees to air their collective grievances before the volcanic upheaval comes?

The time has passed when we will meekly surrender our rights. The commercial telegraphers of the United States are making no demand of the Western Union except for freedom. We deny the right of that company to interfere in our personal affairs and in the rights of citizens, which includes the right to belong to a labor union, if the men so desire, without fear of the discharge and the black list. It is wrong for your company to continue to demand that men and women surrender their constitutional liberties as a condition of employment. Public opinion sustains this position, and you have admitted this in your testimony before the U. S. Commission on Industrial Relations when you said the men had a right to organize. In this testimony you also expressed your belief in collective bargaining, as well as admitting that your system of repression was unjust.

In this testimony you convicted your minor officials of gross wrongs against the rank and file of your employees when you admitted that 60 per cent of the grievances submitted to you were just cause for complaint, to say nothing of the thousands that you did not hear of or hear fully.

In this testimony you admitted that your employees were grossly underpaid, and your general manager of 1912 conceded our case when he admitted that the conditions we cited, covering a long period of years, constituted a grave economic injustice to Western Union employees.

The Western Union policy of oppression is a confession of weakness. The officials responsible for this policy lay themselves open to the following charges:

(1) The company distrusts its employees and has no faith in their honesty and integrity. They have so little faith in the merits of the company's position or in the competency of its officials to defend it and to dole out justice that they dare not deal with a committee of employees, but must rule with an iron hand.

(2) The company is opposed to applying to its affairs the principles upon which our Government is founded and denies its employees the ordinary rights of citizens; for example, your own testimony that men were discharged because the company officials did not like their associations, i. e., the company officials were the arbiters of the telegraphers' social life and friendship ties. If these were disapproved by the employer the employee must surrender either his friends and their society or else his position and his only means of a livelihood.

(3) The company feels that its officials dare not follow out the course laid down by other corporations in dealing with a committee of its own employees legitimately selected, or with the representatives of organized labor.

Does this mean that the present management of the company feels that it is not competent to discuss labor conditions in the telegraph with the humble workers in the offices, and for this reason must rule by force rather than by persuasion? I do not think so, although this charge is believed by many of your employees, and so long as the Western Union opposes its employees exercising their fundamental rights of free men and free women these charges will stand.

You have expressed your belief in organization, and on behalf of a large percentage of your employees who dare not put the question, may I ask:

What sort of a legitimate organization or labor union could they form that would meet with your approval or would be in accord with your ideas?

What sort of collective bargaining do you favor?

The commercial telegraphers of the country are aroused, and they feel that some answer should be given. They stand ready to cooperate with you along any reasonable lines that you may see fit to outline, but the first step in the direction of such cooperation must be their freedom. This they demand.

Yours, very truly,

S. J. KONENKAMP,
International President.

A STATEMENT OF THE ST. LOUIS LOCKOUT COVERING EVENTS MAY 2 TO 14, AS A SUPPLEMENT TO THE LETTER ADDRESSED TO PRESIDENT NEWCOMB CARLTON, DATED APRIL 30, 1915.

By S. J. Konenkamp.

The lockout of union men by the Western Union Telegraph Co. at St. Louis from its inception on February 26 until April 30, was covered in my letter to President Carlton on the date last mentioned.

At the request of the members in St. Louis I returned to that city on May 2 to attend their meeting, when the committee reported that the officials of the company had ignored every phase of the agreement entered into one month previous. The members were of the opinion that the company felt confident of having deceived the commissioner of conciliation and the general public as to its real position, hence they favored an immediate declaration of a strike. However, upon receiving word that Commissioner Blackman was returning to the city to investigate the situation, they decided to await his efforts to bring about an amicable understanding.

Mr. Blackman arrived on Tuesday, May 4, and conferred with the men. He was apprised of the situation and furnished with documentary proof to sustain the contentions of the men. Mr. Blackman then conferred with Messrs. Armstrong and Alger and later quoted these officials as denying positively and emphatically that they had broken their agreement or that any persons had been asked to surrender their union cards. When confronted with the fact that at least 21 operators had been hired in violation of the agreement of April 2, while exactly this number of locked-out men were awaiting reinstatement, the officials contended with Mr. Blackman that these applications were

that you should have a detailed report of the St. Louis lockout from our point of view. I am inclosing the same herewith, as follows:

A copy of my letter of even date to President Carlton.

A statement covering the efforts to settle the dispute, May 2 to 14, inc.

A table showing the number of men locked out, reasons, etc.

An individual history of each case. These are supplementary to the copy of my letter to President Carlton dated April 30 and filed with your commission.

While the Western Union officials made certain statements as well as promises to U. S. Commissioner of Conciliation Wm. Blackman, these gentlemen have not only made false statements about every material fact at issue, but have broken every promise made in their agreements with the Department of Labor through Mr. Blackman.

Superintendent Armstrong, in charge of the St. Louis negotiations, is our authority for the statement that within 48 hours after Mr. Carroll entered into his last agreement with the U. S. Commissioner, he (Carroll) issued instructions to Armstrong not to live up to the promises made. The defense of these men is that their actions are controlled from New York.

Yours, very truly,

S. J. KONENKAMP,
International President.

THE COMMERCIAL TELEGRAPHERS' UNION OF AMERICA,
Chicago, Ill., June 12, 1915.

NEWCOMB CARLTON,

*President Western Union Telegraph Co.,
New York, N. Y.*

DEAR SIR: With reference to my letter of April 20, pertaining to the St. Louis lockout, I am filing supplementary information with the U. S. Department of Labor and the U. S. Commission on Industrial Relations covering the events May 2 to 15, inclusive, in order that the agreement breaking record of your company in this affair may be complete and a matter of record.

The data consists of my statement of even date embodying the report of Mr. George A. Smith, chairman of the St. Louis grievance committee of the Western Union System Division. Mr. Smith was present at the conference between Commissioner Blackman and Messrs. Armstrong and Carroll representing your company. I am inclosing a copy of the statement herewith.

In addition to this I am forwarding to the department and the commission a table showing the details of the lockout, also a supplementary history covering each individual case.

While the officials referred to have endeavored to shift the responsibility for this flagrant breach of faith, with all of the accompanying lying and trickery, to New York, it is difficult to believe that this represents the policy of the company, since it places those concerned in a very bad light, to say the least.

However, the Western Union's policy of repression is about to fall again as it has in the past. Your telegraphers and other employees are continuing to organize in spite of all opposition. Must the history of 1907 be repeated in full, or will you meet the situation by allowing your employees to air their collective grievances before the volcanic upheaval comes?

The time has passed when we will meekly surrender our rights. The commercial telegraphers of the United States are making no demand of the Western Union except for freedom. We deny the right of that company to interfere in our personal affairs and in the rights of citizens, which includes the right to belong to a labor union, if the men so desire, without fear of the discharge and the black list. It is wrong for your company to continue to demand that men and women surrender their constitutional liberties as a condition of employment. Public opinion sustains this position, and you have admitted this in your testimony before the U. S. Commission on Industrial Relations when you said the men had a right to organize. In this testimony you also expressed your belief in collective bargaining, as well as admitting that your system of repression was unjust.

In this testimony you convicted your minor officials of gross wrongs against the rank and file of your employees when you admitted that 60 per cent of the grievances submitted to you were just cause for complaint, to say nothing of the thousands that you did not hear of or hear fully.

again that no person could go to work until they surrendered their union cards to the company. He said that he had submitted the name of J. B. Overman, who, according to Armstrong, had secretly surrendered his card and had been endeavoring for the past three weeks to get back, while ostensibly standing loyal to his union obligations; also the name of Steve Donahue, one of the men who had clamored strongly for a strike at the beginning but had weakened; also the name of Willie Bohan, a nonunion employee who had been discharged for gambling. I objected to these men being given preference, since compelling the surrender of cards was another violation of the agreement. At this meeting I pleaded with Armstrong to allow me the privilege of suggesting three men to be reinstated the following morning, but he said he could not reinstate anyone unless they surrendered their card.

"Then I stated that there was no use for me taking up any more of his valuable time, since we could not accomplish anything unless the men surrendered their cards, to which I refused to be a party in any way whatsoever. When I got up to go Mr. Armstrong asked if I would go to Kansas City that night, but I said 'St. Louis is my home. My family is here, and this is the proper place for me.' I asked him to send three of our members to Kansas City and put three more to work here the following morning. He replied that this was impossible. I said: 'There is nothing more to be done, then, except for me to make my report to President Konenkamp and Commissioner Blackman.'

"I made my report to the meeting of that date (May 13), and it was decided to declare a strike without further delay. The company broke every promise made. Their officials have not told the truth, and in my judgment there was no possible chance of avoiding one of two courses—either surrender our rights as American citizens and as men of principle and character or striking. We acted as men and struck.

Yours, fraternally,

GEORGE A. SMITH."

These developments have proven beyond a doubt that the charges made in the first place, namely, that the men were locked out because of their unionism, is true. The Western Union officials involved have convicted themselves of lying, deception, and showing a total disregard for their word given as a pledge. They must be judged accordingly.

S. J. KONENKAMP, *International President.*

Table of discharges in St. Louis, Mar. 23-31, 1915.

Number of names in correspondence stolen in St. Louis Feb. 26.....	42
Number of men discharged.....	48
Number of operators hired Mar. 23 to Apr. 2 (estimated).....	50
Number of operators discharged account reduction of force, Mar. 23-31.....	18
Number of men given same reason for dismissal as that given Commissioner Blackman.....	5
Number given different reason than told commissioner.....	43
Number of operators who stated they surrendered their cards to St. Louis officials despite official statements to contrary.....	12
Number refused reinstatement until they surrendered their cards as shown by records of May 4.....	21
Number of operators hired between Apr. 2 and May 4, as per statement of Chief Operator Alger, in violation of agreement.....	21

Cause of discharge.	As stated to men.	As stated to Mr. Blackman.	Reinstated.	Left city.	Locked out; still in city.
Services unsatisfactory.....	12	1	1		
Visiting lod clubs.....		3	3		
Bad conduct.....		3	3		
Drunkenness.....	5	5	3		2
Watching race information.....	3	1			1
Bad work.....	1	4	1		
Financial trouble.....	1	2			2
Trouble maker.....		1	1		
Did not know.....		6	2	3	1
No reason given.....	19	2		2	2
No work.....		17	3	4	10
Talked too much.....		2	1		1
Reduction of force.....	2	1			1
Making spectacle of himself.....	1				
Implicated in gambling debt of \$2.....	1				
Failing to report for work.....	1				
	48	48	21	9	18

INDIVIDUAL HISTORY OF EACH DISCHARGE IN ST. LOUIS IN MARCH, 1915.

J. H. Kennedy, age 23. With Western Union at St. Louis since 1910. Discharged March 27. Reason given, services unsatisfactory. Reason given Commissioner Blackman, "frequenting lid clubs." Kennedy surrendered his union card on April 8, and was reinstated April 26.

Note.—Each person reinstated was required to surrender his union card to Mr. Alger or Mr. Armstrong, and to sign a letter addressed to President Konenkamp of the C. T. U. A., renouncing all allegiance to the union; then he was required to keep away from the other men locked out for a week or two and show by his general conduct that he would not associate with union men. If his conduct during this period was approved by the officials, he would be recommended for reinstatement. For the sake of brevity, the word "reinstated" will mean that this course was followed by the individual named.

E. H. Kennedy, age 25. With Western Union at St. Louis since 1909. Discharged March 26 for bad conduct. Reason given Commissioner Blackman, "frequenting lid clubs." Surrendered card April 8, reinstated April 26. When E. H. was discharged his brother chided him and said it served him right, although E. H. denied the truth of the charge. However, the indignation of J. H. was transferred to the company when he was let out the following day for the same reason. He, too, said there was no truth in the charge.

W. E. Martin, age 25. With Western Union since 1910. Discharged March 26 for being drunk. Martin was able to furnish any amount of proof that he had not been in a saloon for months, nor was he a drinking man. He refused to surrender his card and is still out.

F. M. Murray, age 22. In service since August, 1913. Discharged March 25 for drinking. Reason given Commissioner Blackman, "bad conduct." Murray never took a drink in his life, and so told Chief Operator Alger. Alger accused him of having been in East St. Louis drinking on the night of March 23. When Murray reminded Alger that they were both in "The Candy Kitchen" at the very hour he was accused of being in East St. Louis, Alger replied, "You may make the charge something else." Murray refused to surrender his card and is still out.

Phil Schwartz, age 26. In St. Louis since August, 1914. Discharged March 25. Accused of watching race information. Schwartz denied this, and in refuting the charge of betting on the races said that he had not done so in months, but inasmuch as he used to play the ponies with Supt. Armstrong, this charge was used by the latter to cover the real reason, namely, unionism. Schwartz refused to surrender his card, and is still out.

C. L. Reinhardt, age 21. In service since July, 1912. Discharged March 27 for bad work. Reinhardt surrendered his union card on April 10, his wife was given employment on April 18, and he was reinstated April 26.

C. M. Rapp, age 33. In St. Louis since April, 1914. Discharged March 26, no reason. Reason given Commissioner Blackman, "financial trouble," which Rapp denies. He refused to surrender his card, and is still out.

Roy Weaver, age 25. In service since September, 1911. Discharged March 27, services unsatisfactory. He told Night Manager Mitchell that this was a lie, and said, "This is the reason, and you know it" (displaying his union card). Commissioner Blackman was told that Weaver was a trouble maker; that he had been heard to say that he wished to God the Government would take over the telegraph. Weaver surrendered his card April 12, reinstated May 3.

George A. Smith, age 45. In service since February, 1911. Discharged March 26. He knew of the stolen information and expected his dismissal. Commissioner Blackman was told Smith was discharged for drunkenness, a charge that was absolutely false. Smith was told later by Messrs. Armstrong and Alger not to play the part of the fool, since he knew why he was discharged, that if he would cut out his affiliations he could be reinstated without delay. Smith refused to admit that he was a member of the union until he finally did so on May 5. In the meantime, however, he learned that his membership card, which had been stolen with the other documents from the local organizer, was in the possession of a Western Union official. He was told that the card had been found on the street about six weeks after the theft. The card was in very good condition and unsoiled. (See Smith's letter.)

Von Laurimore, age 28. In service since 1910. Discharged March 26 for pilfering race information. Commissioner Blackman told officials did not know why Laurimore had been discharged, since there was no charge against him. Refused to surrender his card and is still out.

J. B. Forde, age 22. In service since March, 1914. Discharged March 23 for drunkenness. At the very hour Forde was accused of being seen in the street in a drunken condition he was in the office working. Supt. Armstrong told Forde that if he would surrender his card, go away for a week or so, the company would reinstate him upon his return. Forde refused to do this and left for Canada April 1.

T. P. Morris, age 22. In service since March, 1914. Discharged March 23. Reason given Commissioner Blackman, "no work." Morris left St. Louis March 24. His name was on the stolen list.

A. Grossrau, age 25. In service since July, 1914. Discharged March 27. No work. Grossrau was not a member but usually has been discharged when union men were being cleaned out of the office. He was reinstated April 26. Although the reason given was "no work," the Western Union was employing everyone who applied, and even sending for former employees to return to the service.

William Score, age 40. In service since 1908. Discharged March 27 for unsatisfactory service. Reason given Mr. Blackman, "drunkenness." Score was not a member of the union, kept away from the others who were discharged, and reinstated April 7.

William Freeman, age 36. Discharged March 27. Company officials did not know why. He did not mingle with the other men and was reinstated April 7. Current opinion is that Freeman was mistaken for Friedman, who was a member and was discharged on March 31.

William Gibbard, age 28. In service since 1908. Discharged March 27. Officials did not know why. Probably Carroll could tell, since Gibbard was down as an agitator in 1911 and compelled to surrender his card at that time. He was not a member and was reinstated April 7.

Steve Donahue, age 24. In service since August, 1914. Discharged March 29. Services unsatisfactory; but reason given Commissioner Blackman, "no work." Surrendered card April 23, reinstated later.

Gus Hirsch, age 21. In service since August, 1914. Discharged March 27.

R. M. Harris, age 22. In service since August, 1914.

James Hickey, age 20. In service since August, 1914. All three same case as Donahue, except that they refused to surrender their cards and are still out. Jack Phillips, age 55. In service since August, 1914. Discharged March 23. No data.

Leo Duckett, age 38. Reason given Commissioner Blackman, "drunkenness." Did not mingle with union men; was not a member. Reinstated April 26.

George Grant, age 23. In service since May, 1914. Same as Hickey. Still out.

C. L. Siler, age 26. In service since June, 1914. Discharged March 26 for playing races. Reason given Commissioner Blackman, "Siler talked too much." Is a member and still out.

F. Mitter, age 19. Discharged March 26, no work. Reinstated April 26.

W. B. Fox, age 19, and J. Friedman, age 19. In service since August, 1912. Discharged March 31 after having attended a union meeting. Reason given, depression in business, although they hired eight men the same day. Reason given Commissioner Blackman, "bad work." These boys were told by Chief Operator Alger that inasmuch as they had only been in the union a short time, to surrender their cards, etc. They did so; were sent out of town to work and brought back to St. Louis office about May 10.

— Ryan, age 23. Discharged March 20. Company did not know why. Left city. No data.

L. L. Lawrence, age 24. In service since July, 1914. Discharged March 24 for making a spectacle of himself. Reason given Commissioner Blackman, "no work." Had displayed an O. R. T. card, hence his discharge. Left city.

J. B. Overman, age 33. In St. Louis since April, 1913. Discharged February 17 for drinking. Surrendered his union card May 11.

J. A. Messick, age 24. Discharged March 26. Associated with union men; reason given Commissioner Blackman, "no work." Followed instructions; reinstated May 3.

H. Brunert, age 20. In St. Louis since August, 1914. Attended meeting March 29; discharged same day for being implicated in a gambling debt of \$2. Reason given Commissioner Blackman, "no work." Brunert then called upon Supt. Carroll in Chicago, after Mr. Carroll had promised before the commission to adjust any grievances the men might have. Carroll said Brunert had not been given a square deal; wired to St. Louis for record and received a reply

that Brunert was a first-class automatic operator, reliable, and competent in every way, salary \$42.50; but a secret code word at the end of the message resulted in Carroll telling Brunert that he could not work for the Western Union at any point until he returned to St. Louis and cleared his record. Brunert is a member and is still out.

George Neurnberger, age 21. In service since September, 1912. Discharged from automatic department with Brunert for unsatisfactory service. He had attended the meeting, but reason given Commissioner Blackman, "bad conduct." Neurnberger was with Brunert when he called on Carroll. Is a member and is still out.

H. C. Hill, age 19. In service since August, 1913. Attended meeting March 31; discharged for unsatisfactory service; left city.

B. F. Stone, age 27. In service since February, 1914; same case.

A. Lemme, age 18. Talked to discharged men, so dismissed March 27. Still out.

— Holland, age 33. Discharged March 29 for talking too much. Strong advocate of socialism, and Supt. Armstrong told Commissioner Blackman that he would not have such a man around the office. Holland was not a member of the union; made his peace and was reinstated May 3.

C. G. Wiedeman, age 26. In service since 1908. Discharged March 29. Financial trouble; false charge; a member; still out.

J. B. McNutt, age 20. In service since August, 1914. Discharged March 29 after attending open meeting. Was told he had been discharged for leaving waiting room without permission. Reason given Commissioner Blackman, "no work." McNutt is still out.

Harry Leonard, age 22. In service since March, 1911. Discharged March 29 for bulling the business. Reason given Commissioner Blackman, "no work." Reinstated May 3.

J. O. Fornéy, age 28. In service since May, 1912. Discharged March 29. No reason. Name was on stolen list. Left city.

William Bohau, age 18. In service since August, 1913. Discharged March 31 for bad conduct. Current report that it was for gambling. Commissioner Blackman told company did not know why. Reinstated May 3.

S. W. James. Discharged March 23. Company did not know why. Left city. Name on list.

J. Benedict. Discharged March 31; no reason given. Commissioner Blackman was told it was for unsatisfactory service. Benedict was asked by Supt. Armstrong to turn in his card; he did this on April 14, and was reinstated May 3.

E. P. Segar. Discharged April 1 for failing to show up. Segar was sick but company was short of men owing to large number discharged on account of no work. Segar's name was on list. He is still out.

E. Bernhardt. Discharged March 28; name on list; left city; no details.

705 PINE STREET, St. Louis, Mo., June 9, 1915.

HON. FRANK P. WALSH,

Chairman U. S. Commission on Industrial Relations.

Transportation Building, Chicago, Ill.

DEAR SIR: We, the undersigned locked-out Western Union telegraphers in St. Louis have read Supt. Carroll's testimony before your commission, and we were thoroughly impressed by his misstatements. For this reason we desire to acquaint you with some facts, since you have asked the company to make a full report on the St. Louis discharge.

Mr. Carroll testified that he knew nothing of the discharge of the 48 men here during the week ending March 31. Mr. W. J. Armstrong, the superintendent at St. Louis, working under the direction of Mr. Carroll, has stated before responsible witnesses that these men were discharged upon instructions received from Supt. Carroll. Which of these gentlemen are we to believe? Our experience compels us to believe Mr. Armstrong.

"Where did Mr. Carroll get this information?"

Mr. Armstrong stated that he could not reinstate anyone without authority from Mr. Carroll. The company agreed on April 2 to reinstate all the men without discrimination, yet the rules laid down to govern our reinstatement were as follows: The men were to turn in their union cards and promise never again to join any labor organization. Armstrong would then recommend

to Carroll that on account of the men's good conduct in keeping away from all members of the union, that they be reinstated. Those who complied with the conditions were put to work, while those who believed that the company should live up to this agreement of April 2 are still locked out.

The company's failure to live up to this agreement was responsible for Commissioner William Blackman, of the United States Department of Labor, returning to St. Louis on May 4. On the following day, Mr. Carroll promised Mr. Blackman and George A. Smith, representing the locked-out men, to reinstate every one, regardless of their union affiliation. On May 6, Mr. Carroll reassured Mr. Blackman that the agreement would be carried out to the letter without any further misunderstanding whatsoever.

Before Mr. Blackman departed, it was agreed that Mr. George A. Smith would represent the telegraphers.

When Mr. Smith called upon Mr. Armstrong he was told that Mr. Carroll had no intention of keeping his agreement, and the only conditions under which he (Armstrong) had authority to submit our names was when we complied with the conditions already mentioned. The telegraphers are convinced that Carroll has not acted squarely.

EXTRA MEN.

Mr. Carroll's statement about the extra or unassigned list was another deliberate attempt at deception. Extra men are subject to the following rules:

They must report before 9 a. m. and 5.30 p. m. of each working day. Failure to report, unless excused by the chief operator, means suspension or dismissal. Men on the extra list can not accept any other employment. They must give 10 days' notice before resigning, although they are discharged on a minute's notice, and in every other way they are subjected to all the rules of regular employees.

There is no charity in the Western Union, and Mr. Carroll could truthfully explain why it is necessary to carry such a large emergency list of Morse operators.

Early in the winter of 1914-15 practically the entire night force at St. Louis was put on extra, with "show-ups in squads," some reporting at 5.30, others at 6.30, and some at 7 p. m. The men worked two or three hours until business fell off, when they were excused until 1 1/2 a. m. When the men reported back at 1 a. m. they might work 5 to 15 minutes, or not at all, but they were required to report again at 2 a. m., with the same result, except they were to report again at 3 a. m. Thus after being in the waiting room from 5.30 p. m. until 7 a. m., the men would make but three or four hours' time. For the "dead time" the men received nothing. They were frequently laid off while there was considerable business awaiting movement, but upon protesting against the system were told the officials were running the office. Communications have been seen on the night manager's desk from the day manager, saying that the business at night should be handled with 45 men, although the "load report" said the business warranted using 53 men on the rolls and demanding a higher individual average, which refutes Benefactor Carroll's charity talk.

Operators receiving \$80 per month were told that unless they could average more than 40 messages per hour their salaries would be reduced. The speeding up is the limit of human endurance, yet any protest upon the part of the men would warrant suspension or dismissal.

For example, Miss Marie Powers, now Mrs. C. L. Rinehardt, handled 1,000 messages in the automatic department in one day. Chief Operator Alger sitting behind her through the performance. She collapsed twice within the next month as a result.

The salary of the night manager of St. Louis was increased because of the good showing he made in curtailing "short reliefs" on his shift. Short reliefs when given in St. Louis are of 10 minutes' duration, although it takes 5 minutes to get to the toilet and return. Should an operator take 13 minutes on such reliefs he is docked 15 minutes. If an operator is to be relieved within an hour or so, he can not obtain a short relief, and to insist upon one would mean being relieved for the balance of the night. Owing to the depression, the men could not afford to lose the little time they were able to make, hence were forced to endure this inhumane treatment.

Men who have been in the service for years will make an affidavit that working conditions never were as bad as they have been during the past two years; and they are growing worse, thanks to Carroll and his ilk.

The minimum wage of automatic operators in St. Louis is \$25 per month, the maximum \$55, making an average of about \$35 in this department. These operators are subject to the unassigned list like those of the Morse during periods of depression throughout the day.

We note that Mr. Carroll stated that he arranged to lay off married women whose husbands were working in the office and to have the regular men lay off one or two days each month. Fred Meinholtz, a St. Louis operator, was suspended for suggesting such a plan and had to promise not to mention this again before being reinstated.

Mr. Carroll's statement that wages are higher than in 1908 is equally misleading. Telegraphers receive less pay for the same amount of work than in 1908, message for message. He also tried to create the impression that the company reduced the hours of "split tricks" from 8 to 7½, whereas the reverse is true. The 8-hour split trick is an innovation of recent years.

Mr. Carroll's statement that the automatic machine benefits the public is untrue. Thirty-five per cent of the business handled on the automatics is returned for correction on account of serious errors, delaying some messages as many as 7 or 8 hours, while the errors made by Morse operators is less than one-half of 1 per cent. If the public understood how their business was mutilated by the automatics, they would cease telegraphing all together. These machines are merely used to intimidate the Morse operators. Any truthful official would admit there is no pecuniary or business advantage in the automatics and that they hurt the public instead of helping facilitate the movement of business. An investigation of the claim department will prove this. The machines are useless in stormy weather or during heavy snow and when affected by heavy frost.

Here you have the real reason for the extra or emergency list. The St. Louis office was caught short of an emergency list at the time of the Dayton flood, which put the automatic machines out of commission. The charity list fit in handsomely, and the men were required to work as long as 45 hours without relief or a decent meal. Chief Operator G. R. Alger was severely censured for being caught short of a large extra list, and he has kept his office well filled ever since. Since it costs the company nothing to have the men wait 12 or 14 hours a day for emergency work, the company does its best to be prepared for such events as the Dayton flood and other disturbing factors.

One day spent in a telegraph office would confirm these statements, but an inspection widely heralded like that of the President's visit to this office produces nothing in its real light.

We desire to state that Mr. Carroll's testimony was neither frank nor truthful, and he did all that he could to deceive you: (1) With reference to the discharge of the men in St. Louis. (2) With reference to his "gum-shoe men" and his so-called "short hand." (3) In his general outline of conditions in his own district and touching upon the telegraph business in general.

Yours, very truly,

GEO. A. SMITH, *Chairman.*
PHIL. SCHWARTZ, *Secretary.*
S. A. MCCLURE.
C. L. SIEEL.
C. G. WIEDEMANN.

V. LAURIMERE.
G. J. NUERNBERGER.
J. B. McNUTT.
H. H. BRUNNERT.
FRANK M. MURRAY.

ADDITIONAL STATEMENT OF MR. WESLEY RUSSELL.

THE COMMERCIAL TELEGRAPHERS' UNION OF AMERICA.
Chicago, July 16, 1915.

L. K. BROWN,

*Secretary United States Commission on Industrial Relations,
Transportation Building, Chicago.*

DEAR SIR: In accordance with the instructions of Chairman Walsh to the five Postal operators who testified before the commission in the telegraphers' hearing, I hand you herewith the personal statement of Mr. Thomas L. Yarrington, recently discharged for a technical violation of the rules. Mr. Yarrington would also like to file a statement in his defense, answering certain charges made by Mr. Powers at the hearing, to which Mr. Yarrington, of course, had no opportunity to reply.

For your information: Of the five men who testified only one is left in the employ of the Postal—Mr. W. T. Russell—and he at present is on a sick leave. Whether he will have a job when he returns is not known, but, judging from recent events, the chances are that he will not.

It was quite manifest to the five men who testified for the hearing that they were out of favor with the management, and they gained the impression that they would be "gotten" at the first opportunity. Observing the trend of affairs, D. L. Rogers secured a broker job and quit. S. P. Aubrey, who I understand has filed a statement with the commission, was discharged. C. E. Emerson became discouraged in the face of the treatment accorded him and resigned. Thomas L. Yarrington was discharged.

Yours, very truly,

WESLEY RUSSELL,
International Secretary-Treasurer.

GARY, IND., July 11, 1915.

MR. LEWIS K. BROWN.

*Secretary the United States Commission on Industrial Relations,
Transportation Building, Chicago, Ill.*

DEAR SIR: Please submit to the commission the following as evidence in your investigation of the telegraph companies:

I was one of five telegraphers who were subpoenaed to testify before the commission on April 14. I was working for the Postal Telegraph Co. at that time and was discharged by them on June 29 last. The reason given me for my discharge was "falsifying my daily work record," as they expressed it, but which was in reality an effort on my part to equalize the hourly average number of messages handled, so that it would be possible for me to have 25 messages each hour as required by that company in Chicago. This is the poorest excuse, I think, ever given for discharging a man from the Chicago office, and I have no doubt the real cause for my dismissal was for testifying against the company, as 90 per cent of the operators in the Chicago office practice this very thing day in and day out, and never before has there been a dismissal for this reason. A few days before my dismissal I was warned by a friend in the office, a clerk, to watch my average, etc., as they were checking me up every day and looking for something for which they could discharge me. This goes to show they wished to be rid of those men who testified. However, having practiced this carrying over messages from one hour to another ever since I had been in Chicago—I learned it in that office from others I had seen do it—I took no precautions on this score, believing it was perfectly all right and not against the rules. I had never been warned to the effect that it was against the rules, and had never seen any bulletin to that effect posted in any telegraph office. The day before my dismissal I was asked to make a statement by the general traffic chief, stating my reasons for this, which I did. The following is my statement:

"G. T. C.: Be attached, in an effort to handle the required 25 per hour, and to have as good a showing one hour as the others, I carried these messages over. I did not know this was against the rules, and have never seen any rules prohibiting this; nevertheless will discontinue such practice in future."

I was not allowed to go to work, I was told that night, until I had seen the general traffic chief. He had gone home for the day (I reported at 5.30 p. m. for night duty and worked until 8.30 p. m., or a little later, as business required, which was part of my split trick). The following morning I went to see the general traffic chief and was asked by him if I had any excuse to offer as to that average slip, and I replied, "None, except what I said in my statement." He turned around and said to Mr. T. N. Powers, the manager of the operating department, and said, "Yarrington has no excuse to offer for turning in that average slip." Mr. Powers said, "Let him go"; and I was immediately discharged. There is no question in my mind as to the real cause of my dismissal, and I am sure had I not been one of those who testified before the commission I would still be working for the Postal.

As an instance of the way Mr. Powers regarded the men who testified, I wish to submit the following, which was related to me by Mr. C. E. Emerson, one of the men who were subpoenaed:

"A young man had resigned from the Chicago office of the Postal, and, falling to find other work, was seeking reinstatement through Mr. Powers, the chief operator. He had previously written a letter to Mr. Powers requesting his position back. He happened to be talking to Mr. Emerson and Mr. Aubray, another witness, in the hallway on the first floor of the Postal Building, when Mr. Powers came walking up to take an elevator to the tenth floor, his office. Mr. Emerson and the young man mentioned also stepped into the elevator with Mr. Powers, whereupon Mr. Powers proceeded to tell the young man,

whose name was Rosenthal, that he had no business talking to those fellows, as they were not liked by the Postal Telegraph Co., and were no friends of his." The exact statement, he said, following his outburst of temper, was, "You can't play both ends and the middle with me."

Another instance, which was told to me by the girl in question:

A young lady, Miss Mary Conroy by name, who had been employed as an operator on one of the automatic machines, was discharged with several others when these machines were discontinued by the Postal. This happened about two weeks after we testified. Mr. Emerson, Mr. Aubray, and myself were friends of this girl and often talked to her in the office. When she applied for a similar position with the Western Union, Mr. Powers refused to give her a reference, therefore, she was turned down by the Western Union. Later her mother, who evidently knew Mr. Powers, called on him and wanted to know why her daughter should not be given a recommendation, since she had spent the best years of her life working for the Postal Co.—the girl started working there when she was 14, and she is now 20, I think. Mr. Powers said it was "because she had too much to do with people in the office who were not his friends."

The above instances are given just to show the commission that these five men who testified were "marked men," so far as Mr. Powers and the Postal Telegraph Co. were concerned, and the fact that not one of these men are now working for the Postal is further proof of my assertion.

From the time I testified until the day I was discharged, I never missed a day from work and never noticed a bit of improvement in the working conditions of the office. If the commission could visit these offices and see for themselves conditions as they were recited to them during the hearing in Chicago, I am sure they would not wish further proof.

The day I was discharged, I applied to the Western Union for a position, and was told they did not need any operators; nevertheless, several of the men whom I knew at the Western Union told me they were putting on men every day. Therefore I consider myself on the black list of the Postal and Western Union, and should I ever apply to either of these companies in another city and am refused employment—that is, when I know they are employing men—I will be glad to notify the commission, should this happen before their report is made to Congress.

I am still out of work and have no immediate prospects, and I consider the Postal Telegraph Co. and Mr. Powers, the chief operator in Chicago, have done me a big injustice, and also the others who were witnesses before the commission.

Respectfully, yours,

THOMAS L. YARRINGTON.

Address No. 529 Harrison Street, Gary, Ind.

ADDITIONAL TESTIMONY IN REPLY TO MR. T. N. POWERS'S STATEMENTS REGARDING MY IRREGULARITY, ETC.

Mr. Powers stated I went to work in May, 1914, and quoted my earnings for the last part or half of that month. This is untrue, as I went to work in April, about the 10th, and was on the extra list. My earnings evidently were so small for April and first half of May he probably did not think it good policy to quote them. He also quotes me earning \$12.38 for the second period of July, 1914, and being absent 10 days. Mr. Powers knew and has records in his files that should show my absence during the second period of July was due to my making a two-week's relief in a branch office for the Postal. In fact, I was detailed out of the main office. Also says I was evidently absent during second period of August, 1914. I made another relief for a private-wire firm for that two weeks and was personally detailed to do this by Mr. Powers. And later, in September, I was detailed to work for this firm, sometimes a day at a time, and one time during that month was working for this firm—American Car & Foundry Co., Railway Exchange Building, Chicago—three consecutive days, and I am sure Mr. Powers's records should show that. It is strange to me that I should be marked absent when I was working a position that Mr. Powers had detailed me on. During month of October business was falling off and it was impossible for those on the waiting list to make any time.

The 10 days I was absent during October, as stated by Mr. Powers, was due to the fact that I was laid off by him for that length of time for reason of an assignment which I settled some way and later returned to work. There are

many times when a man is marked absent when he has requested off, and I am sure such is the case here. During the whole year and three months I was with the Postal in Chicago I did not remain away from work over five days, and those were days I was ill or feeling very indisposed, and would always explain the next day why I failed to report. All the time I was marked absent I was on the waiting list.

Mr. Powers also states I was overdrawn or received no voucher for the first period of January. I was not overdrawn on the company at all, as they would not allow that, but I simply didn't make enough money to pay the bank or association, of which Mr. Powers is a big stockholder. I had purchased a suit of clothes from this association, and having failed to get the time I could not pay them. The same association runs the restaurant, of which he speaks. Those who patronize the association by buying clothes, etc., from them and borrowing money from them, for which they are forced to pay 6 per cent interest, and eating in the restaurant, are considered very good friends of Mr. Powers, and most of those who do not patronize this association are not friends of his and are not shown many favors or kindnesses around the telegraph room. This is the reason, I believe; it was only a matter of dollars and cents to Mr. Powers and not the company's interest which made him come to me with the statement that I was very irregular and not working. It made very little difference to the company whether I reported for duty or not, as it costs them nothing to have an extra list. The men are only paid for the time they actually work and are not paid a cent for the time they wait around for it, as was the case last winter. Most anyone who was forced to hang around 10 to 12 and 15 hours a day for only 1, 2, or 5 hours' work would naturally become more or less indifferent. This association I speak of is run by officials of the company. Not one of the men who are on the executive staff is an operator; that is, they are all officials of the Chicago office of the Postal-Telegraph Co., with the exception of W. J. O'Brien, who is secretary and treasurer and does the bookkeeping and runs the restaurant, etc. He was formerly an operator, but was appointed by Mr. Powers for this position. He is also interested financially in the association, and I do not believe for an instant his interests are in the operators, but with the officials. In other words, from the things I have seen happen, I am sure it is simply a money-making scheme and is not beneficial to the operators at all, as there are a great many who are kept in debt to this association all the time. In fact, the impression I received is they do everything in their power to keep these men in debt to the association; and if a man fails to make enough money to pay the association he is usually limited by Mr. O'Brien to a certain amount each day with which to eat on. He does not receive this in money, but in tickets, for which he signs a due bill. When his voucher is cashed he draws everything but what he owes the bank and what he has signed up for in the restaurant. That is held out by the company invariably. Should a man not be able to make enough time to pay these due bills he is stopped altogether in the restaurant and is not allowed to sign up for anything until he has made up enough time to pay for his overdrawn amount. In this way during the winter when business is bad a majority of the men on the waiting list who are forced to patronize the restaurant are kept in debt to the association all winter.

This is in answer to the statements made by Mr. T. N. Powers in his testimony of April 15 regarding my irregularity, etc., and shows there are two sides to every story, and his was as unjust as it was untruthful.

If possible I would like for this to be filed as an answer to the statements made by Mr. Powers, and oblige,

Yours, respectfully,

THOMAS L. YARRINGTON.

JULY 20, 1915.

MR. THOMAS POWERS:

Postal Telegraph Co., Chicago, Ill.

DEAR SIR: We are informed that of the five telegraph operators who testified before the commission, only one now remains in your employ.

As the commission is very much interested in this matter and will deal with it in its report to Congress, we will appreciate a statement from you covering the discharge or resignation of these men.

Very truly, yours,

C. T. CHENERY,
For the Commission.

POSTAL TELEGRAPH CO.,
Chicago, July 22, 1915.

(Attention of Mr. C. T. Chenery.)

DEAR SIR: Replying to your favor of the 20th, in which you state that you have been informed of the five telegraph operators who testified before your commission only one remains in our employ.

Beg to advise that Mr. D. F. Rogers resigned of his own volition May 21. In tendering his resignation he said he had secured a better position and wished to be relieved at once, which we did.

S. P. Aubray was dismissed for being absent without permission from May 21 to 26, inclusive. When he returned for duty and was asked to explain his absence, he stated he was sick, although I personally saw him within a half a block from the office and in the building the day before he returned. During his absence no word was received from him, and when reminded of this stated he had asked one of the operators to report his illness, which he failed to do. This is contrary to our instructions, and in view of the fact that he was able to be out on the street within a half a block from the office and in the building, we felt that he did not feel disposed to live up to our rules and regulations, hence his dismissal.

T. L. Yarrington was dismissed for falsifying his daily work report, which is contrary to our rules and regulations.

C. E. Emerson, after being absent from July 3 to 10, inclusive, resigned, to take effect immediately on date resignation was presented, which was July 10, and was accepted.

I wish to assure you that the fact that the two men who were dismissed gave testimony before your commission was in no way responsible for their dismissal. We have acted in like manner to other operators who were guilty of the same charges.

The publicity given by these men testifying brought to light certain acts on their part while in our service in other cities that made them undesirable employees, but when confronted with the charges was denied by Messrs. Aubray and Emerson, and because of the fact we did not have positive proof in the case of Aubray we gave him the benefit of the doubt and allowed him to continue in our service, although I am free to confess were the evidence placed before a jury or expert in handwriting there is no doubt but what the case would show against him.

In the case of Emerson, he at first denied the charges placed against him, but when confronted with the signature admitted the fact. Inasmuch as some time had elapsed, and not desiring to take advantage of him, we allowed him to remain in our service and pay the account in installments.

On May 20, 1915, the Franklin Loan Co. placed a notice of assignment of wages against T. L. Yarrington. This is contrary to the rules and regulations. When Yarrington claimed it was not entirely his fault, inasmuch as he was merely a guarantor on the note, and that he was of the opinion that it had been paid long ago, we allowed him to remain in our service.

Thus you can readily see no undue advantage was taken, and, as I stated before your commission, these men would not be dismissed for testifying unless they did not live up to the rules and regulations, and had they done so they would still be in our employ.

If I can be of any further assistance I will be glad to have you call on me.

Very respectfully,

•
T. N. POWERS,
Manager Operating Department.

EXHIBITS.

KONENKAMP EXHIBIT NO. 1.

700 ELECTRIC RAILWAY CHAMBERS,
Winnipeg, Manitoba, March 30, 1915.

Mr. S. J. KONENKAMP,
*International President Commercial
Telegraphers' Union of America, Chicago, Ill.*

DEAR SIR AND BROTHER: Your letter of March 18 is received, in which you ask me if I remember the testimony given by officers of the Canadian Pacific Railway Co.'s telegraphers during the investigation by a board of conciliation and investigation appointed by the minister of labor under the industrial disputes investigation act, of which I was a member.

In reply I beg to state that I have a very clear recollection that Mr. Kent, the general manager of the telegraph company, and other officers of the company, testified that a schedule embodying a working agreement and specific rates of wages with their telegraphers was a very satisfactory and desirable arrangement. That during the year or more which such arrangement had been in effect that the company had found it useful in many respects, and the company preferred such an arrangement with its employees.

Mr. W. J. Camp stated that he was opposed to the arrangement, but upon cross-examination admitted that he had nothing to do with the matter of superintending or directing the employees; that his business with the company was confined to the mechanical part of the company's equipment; and also admitted that he knew that the officers of the company who had charge and superintendence of the employees were in favor of the arrangement.

I expect to be passing through Chicago some time during the first week in May and will be glad to see you if you are in town.

Yours, fraternally,

D. CAMPBELL.

KONENKAMP EXHIBIT NO. 2.

GENERAL STATEMENT.

The position of the commercial telegraphers in the industrial field is entirely different from that of any other body of wageworkers. In order to compare their position with any other union it would be necessary to combine all the employers in a given industry throughout the United States into two, and both of those opposed to organization of employees and controlling directly or indirectly 80 or 90 per cent. Capital has reached its apex in the telegraph. It has but one more step to take to attain a complete monopoly—that is, for the Western Union and Postal to combine. Capital can go no further in that industry. So far as the union is concerned, that combination already exists. The two companies are combined against it. They fight it relentlessly with the tremendous power inherent in the unrestricted monopoly and control of the jobs. They coerce, discharge, and blacklist, and until recently not a finger was lifted in all the vast machinery of the Government to stop these grave abuses of corporate power.

Workers in the telegraph feel that they are entitled to protection in their rights as citizens from the Government. Whether right or wrong, we feel among the chief functions of a Government are to protect the weak from the strong and to dispense justice impartially. The Government has authorized

and permitted these large aggregations of capital called corporations—a veritable corporate Prometheus turned loose upon the community to ravage and despoil at will. Whatever interest the Government has displayed heretofore has been in business and property ill, while it has permitted these corporations to grow into giants and to cruelly exploit and run roughshod over every right a citizen is supposed to possess. We, as a craft, have fought this battle for 50 years. We have won and we have lost. In that time we have fought three different groups of capitalists in control—the Vanderbilts, then the Goulds, and now the Morgan-Rockefeller combination, represented through the financial house of Kuhn, Loeb & Co., of which Jacob Schiff is a member. The policy has always been the same—bitter hostility to exercising in the telegraph industry political rights we have as citizens of the Republic—and, as an eminent lawyer who testified before this commission said, we have industrial absolutisms that absolutely set aside and nullify the political principles on which this country is based.

We telegraphers feel bitterly this injustice. We do not think many crafts can show such merciless exploitation and unjust treatment covering so long a period of time.

With this preliminary explanation and protest we proceed to our statement.

SUPPLEMENTAL STATEMENT FILED WITH THE UNITED STATES COMMISSION ON INDUSTRIAL RELATIONS BY S. J. KONENKAMP, INTERNATIONAL PRESIDENT, AND WESLEY RUSSELL, INTERNATIONAL SECRETARY-TREASURER, OF THE COMMERCIAL TELEGRAPHERS' UNION OF AMERICA, JULY 9, 1914.

Under date of December 20, 1913, the undersigned officers of the Commercial Telegraphers' Union of America filed a declaration of charges with the United States Commission on Industrial Relations, and the following is submitted in amplification of the same.

The various charges are set forth herein in the form of subheads for the additional data submitted in support of these contentions. This data covers only a few of many specific instances, and it can be supplemented by additional facts if necessary.

WHAT ARE THE GENERAL CONDITIONS OF EMPLOYMENT?

"The Western Union and Postal Telegraph Cos. employ over 70 per cent of the commercial telegraphers in the United States. The great majority of commercial telegraphers are compelled to apply to and are dependent upon these two companies for continuous employment."

According to our estimates there are 20,000 commercial telegraphers in the United States. Of this number the Western Union employs over 12,000, or 59 per cent; the Postal 4,500, or 22.5 per cent; there are employed on leased wires about 3,000, or 14.5 per cent, divided as follows: Press, 1,000, or 5 per cent; broker, 1,500, or 7 per cent; other leases, 500, or 2.5 per cent. There are about 600 wireless telegraphers, or 3 per cent of the whole, while the cable companies employ about 200, representing 1 per cent.

"Concerns leasing private wires from these companies hire their own telegraphers. Where wires are leased, the contract stipulates that the telegrapher employed by the lessee must be satisfactory to the telegraph company."

These leased wires are rented from the Western Union, Postal, and American Telephone & Telegraph Cos. (long-distance Bell telephone). Of the 3,000 telegraphers employed in this service it is estimated that over one-half are working on wires leased from the Western Union and Postal.

The following is an excerpt from the Western Union contract:

"Second. The second part—herely promise—and agree—to pay to the first party for the use of said wire, as herein specified, the sum of ——— dollars (\$——) per annum in equal monthly installment of ——— dollars (\$——) at the beginning of each and every month during the continuance of the agreement; and the second part—also agree—to furnish and pay the salaries of operators to work said wire in ——— office—; said operators shall be subject to approval of and satisfactory to the first party, and shall not while in the service of the second part—be employed by or have any business connection with any other party or parties without the consent of the first party * * *."

"This clause has been used to enforce the discharge by another employer of men obnoxious to the lessor."

In 1908 several concerns operating leased wires canceled their agreements with our union. We were told by some of our local officers that these cancellations were due to the pressure exerted by the Western Union Telegraph Co.

In 1905 the Commercial Telegraphers' Union of America entered into agreements with the Publishers' Press and Scripps-McRae League. These consolidated later under the name of the United Press Associations, which assumed the existing contract. The agreement was still in effect in March, 1908, when R. C. Clowry, president and general manager of the Western Union Telegraph Co., notified H. B. Clarke, president of the United Press Associations, that unless his association broke its agreement with our union that the wires of the Western Union Co. would be pulled out of every newspaper receiving the United Press service. After a warm discussion Mr. Clarke declared that inasmuch as the union had lived up to its agreement in every way that his association would observe the conditions of the contract until its expiration in September of that year. At that time Mr. Clarke notified the union that the agreement would not be renewed, and gave as his reason therefor the attitude of the Western Union.

Mr. Clarke stated that his association was willing and anxious to sign a new agreement if the union could protect them against the reprisals of the Western Union, but the union could not guarantee such protection, and the agreement was not renewed at that time.

James W. O'Brien, of Seattle, Wash., went on strike against the Associated Press in 1907. During the strike he was an active worker for the union, and thus incurred the enmity of the Associated Press, the Western Union, and the Postal Telegraph Cos.

After the strike terminated, O'Brien was hired and his wages paid by the United Press Associations to work for them at Bellingham, Wash. The Bellingham circuit was a Western Union lease, and this company forced the United Press to discharge O'Brien under the provisions of clause 2 of their contract quoted above.

The above instances are specific and can be substantiated easily. There are many similar cases involving various lessees. While some of these can be proven, there are others where it might be difficult to prove beyond a doubt that the Western Union influence was behind the discharge and blacklisting of the men employed upon leases, but such men have felt the effect nevertheless.

OPPOSITION TO UNION.

"Both companies, while ostensibly keen competitors for business, have been a unit in fighting the union. Both discharge union men if known. As a result, men must hold their membership secretly."

The Western Union telegraph officials have made no secret of their hostility to any of its employees holding membership in a labor union. This has been the attitude of the company for nearly 50 years, and as early as 1870 and 1883 telegraphers entering the service of this company were compelled to sign iron-clad oaths, swearing that they would "forthwith abandon any and all membership, connection, and affiliation with any organization or society, whether secret or open, which in anywise attempts to regulate the conditions of my service or payment therefor, while in the employment now undertaken." Within the last few years men have been required to make similar affidavits in order to secure reemployment, and the officials of the company have within this time stated in emphatic terms that no telegrapher who was a member of either the Commercial Telegraphers' Union of America or the Order of Railroad Telegraphers could work for the Western Union if such membership was known to the company officials.

President Carlton has told discharged employees that the only reason for their dismissal was their suspected membership in the C. T. U. A. or the O. R. T. The same information has been vouchsafed by subordinate officials on numerous occasions.

The following persons are selected from a large number who can be named to verify these statements: In New York, J. J. Rafter, J. W. Rutter, F. R. Johnson, C. A. Simpson, E. F. Fagan, E. Gaffney, F. H. Betts, A. Bartholomew, J. H. Doremus, H. M. Kelly, and Miss Hilda E. Svenson; in Buffalo, F. P. Jones, Ray Collins, and J. C. Hoover; in Pittsburgh, J. W. Bleakney and A. F. Harrison; in Portland, Oreg., A. H. Hageman; in Los Angeles, W. N. Hickman; in Chicago, F. E. Abbott, L. S. Livingston, P. P. Jones, Thor J. Benson, Charles

E. Shea, Doc Everingham, and H. A. Macaulay; in Baltimore, G. A. Hammond; and in Nashville, Tenn., John R. Heer and A. B. Durrett.

In this connection you will also find in the copies of the Commercial Telegraphers' Journal, filed with the commission, the following:

Volume 10, No. 6 (June, 1912), correspondence between T. N. Vail, then president of the Western Union, and S. J. Konenkamp, international president of the Commercial Telegraphers' Union of America, dealing with discharge of men in various parts of the country on account of their membership in the union (pp. 225-237).

Volume 11, No. 12 (Dec., 1913), and volume 12, Nos. 1, 2, and 3 (Jan., Feb., and Mar., 1914), an exposé of what followed the efforts of President Konenkamp to reach an amicable understanding with the Western Union. Documentary evidence is presented in these issues of the Journal showing that men and women were employed as spotters by this corporation under a chief special agent in an effort to destroy the telegraphers' union; that in the furtherance of this work bribery, burglary, and larceny, as well as other wrongful acts, were resorted to; that as a result of padded reports turned in by these spotters and other employees engaged in this work hundreds of nonunion men were discharged, the spotters having reported them as belonging to the union. Both union and nonunion men were blacklisted on account of false reports turned in by these spotters. In this exposé letters and notes signed by T. P. Cook, then general superintendent at Chicago; W. J. Lloyd, now general manager at Denver; T. W. Carroll, now superintendent at Chicago; and R. M. Shoemaker, chief special agent, are reproduced, showing that the entire campaign of destruction was being carried on under the direction of Vice President Belvidere Brooks, while other correspondence published connects President Newcomb Carlton with the other officials in this work.

The original letters are in the possession of the undersigned and they stand ready to produce the same at any time.

THE POSTAL TELEGRAPH CO.

The Postal Telegraph Co. maintained a neutral attitude upon the question of their telegraphers belonging to a labor union until 1907. During the fall of that year the Postal Telegraph Employees' Association was formed, and is still maintained by that company. No dues are paid by the employees, but all are expected to hold membership therein. President Mackay made the statement a few years ago that practically all the Postal employees were members. Since that time (1907) this company compels telegraphers, as a condition of entering or remaining in the service, to assent to the following pledge:

"I am not a member of any union, and hereby agree not to join any union or organization hostile to the interests of the company while in its employ."

The Postal Co., relying upon this pledge to hold its telegraphers aloof from any union movement, has not been so aggressive in its opposition to the C. T. U. A. as the Western Union. Nevertheless when any test of its attitude has been made, the company's position was shown in a decided manner. The most recent illustration of this fact is to be found in Chicago, where T. D. Costello, W. T. Russell, W. R. Peck, A. R. Bates, J. S. Lewis, and A. W. Rohr, among others, attended a meeting of the Chicago local of the Commercial Telegraphers' Union of America on April 26 last. Within three weeks thereafter every one of these men were discharged, and the reasons given for their dismissal were so absurd as to permit of no other conclusion except that their membership in the union was the real reason for discharge. In the course of their efforts to secure reinstatement, these men had an interview with Supt. Williams, and at that interview one J. A. Block, who was discharged about the same time, was present. Unionism was discussed, and Mr. Block remarked that if he had been discharged for belonging to the C. T. U. A. the officials were mistaken. At this time Williams had a pad in front of him containing the names of the men discharged, and he was seen to mark "T. N. P.," meaning "Chief Operator Powers," and "C. T. U. A.," meaning Commercial Telegraphers' Union of America, thereon. He also placed an "X" after Block's name, and Block was the only one of the number reinstated.

All of the men discharged applied to the Western Union for employment, and after an investigation by the officials of that company work was denied them.

On Sunday, September 1, 1912, Labor Sunday was observed in a number of churches in New York. The New York Globe of Saturday, August 31, carried

on its front page in large type a screamer head reading, "Postal Warns Its Employees Away from Cathedral," and in the story underneath there was an interview with Supt. C. P. Leonard, stating that any of the Postal employees who attended the services at the Cathedral on the following night, when "labor" would be discussed by Cardinal Farley, would risk dismissal from the company's service. On the following (Sunday) morning this warning was repeated in the newspapers as not only applying to the Cathedral, but to churches of all denominations where Labor-Day services were being held. "The company's position was made clear as being thoroughly opposed to all labor unions or the discussion of unionism.

In September of 1910 Henry Lynch, Fred Fix, T. A. Dalton, Edward Kelly, W. E. Hamilton, and others attended a meeting of telegraphers held in Chicago where unionism was discussed. Within two or three days thereafter practically all of these men were discharged, and when they asked for a reason the Chicago officials of the company told the men that they were dismissed for "disloyalty in attending a union meeting." The Western Union refused to employ any of these men.

S. S. Ulerich, former secretary of the Chicago local of the union, was re-employed by the Postal early in 1910 upon the assurance of his friends that he was no longer a member of the union, and if given employment would not agitate or in any way espouse the cause of unionism. The ban which had been placed upon the Chicago telegraphers after the strike of 1907 was lifted about this time and those who had been exiled in Canada and various parts of the United States were permitted to return to their homes. These men, after their arrival, would look up Ulerich, thus giving the officials of the company great concern, since it is an unwritten law of the telegraph that men employed by them shall not meet too often without being watched. If the reports of the stool pigeons show that the conversations of these men are along lines disapproved by the companies, some of the men are discharged and forced to leave the city. Thus in Ulerich's case the officials informed him that on account of his popularity they were forced to discharge him. Ulerich denied having anything to do with the union and insisted that the men would not let him alone, but he was discharged nevertheless, and was barred by the Western Union, although both companies were very short of men.

During the summer of 1913 the United Press Association borrowed William Schwinger from the New York Postal office for vacation reliefs. When Schwinger was released by the United Press in October he returned to the Postal, but was denied reinstatement. Then he secured a position with the Western Union, but within a few days was informed that the Postal officials had sent word that Schwinger was not reliable, and for this reason he was discharged.

In 1912 B. F. Ruppel and W. P. McKnight quit the Postal at Chicago in good standing and applied to the Western Union for work. The W. U. officials wrote out a request to the Postal for the record of these men, who were told to come back in an hour. When they returned they were informed that the W. U. could not use them, although the company was short handed at that time.

H. M. Kelly, of New York, under date of March 26, 1912, writes:

"On or about September 17, 1911, I applied to the Postal Telegraph Co. for a position. I had a letter of introduction to Manager J. J. Whalen, who ordered that I should be tested. I told Mr. Whalen that I had not been telegraphing for some time. The test was satisfactory, and the application blank was marked 'first class.'

"Mr. Whalen then asked me if I was not among those who had been dismissed by the Western Union in August, and I told him that I was. Then I recounted my experience with the W. U. officials and said that I did not know even now why I had been dismissed. Mr. Whalen stated that although he needed men at that time he could not employ me, inasmuch as I could not furnish reference from my last employer. He stated that there were several others whom he was forced to let go for the same reason, and mentioned that among those were G. K. Browning, C. E. Knight, and one or two others."

Early in 1911 a Mrs. Hanson, of Rock Island, Ill., made application to the Western Union in Chicago for a position and stated in her application that she was a member of the Commercial Telegraphers' Union of America. Superintendent J. F. Looney, of the Postal, wrote a letter to his manager at Rock Island, under date of February 18, 1911, reading as follows: "For your information. Former operator Miss Hanson has placed application with the Western Union Telegraph Co. with a postscript that she is a member of the C. T. U. A., Chicago local."

Paul Fausel, of Trenton, N. J., under date of April 26, 1910, writes:

"A couple of weeks ago one of the Postal boys put an application blank in a sealed envelope and addressed it to one of the Western Union operators. * * * In some manner the W. U. manager got the envelope, and it is not sure whether he opened it or not. Anyway he got the application and promptly turned the matter over to his superintendent in Philadelphia with the request that it be taken up with the Postal superintendent there. The Postal superintendent came to Trenton and proceeded to haul over the coals every operator in the office."

W. N. Hickman, of Los Angeles, under date of October 18, 1910, writes:

"I found that I was queered with all the railroads and could not obtain employment with them." (This was after he had been discharged by the Western Union.)

These excerpts are taken from letters written to us. They could be followed back year after year throughout the history of the telegraph, but they are indicative of the methods used. Men are peremptorily discharged for any or no reason and then the deadly system of references and blacklisting does the rest. The companies demand two weeks' notice from the telegraphers who seek to resign their positions and will blacklist them for "quitting on short notice," but they discharge their men without a moment's warning whenever they see fit to do so.

In December, 1911, and early in 1912 about 40 men were discharged by the Western Union in Chicago for supposed union affiliations. These men were unable to secure employment with the Postal. The same condition existed at that time in New York and nearly every large telegraphic center.

STRIKES.

Constant and unremitting oppression leads to strikes, etc.

There have been three strikes nation wide in character as a result of the Western Union's tactics, which have been emulated by the Postal. The first strike in 1870 lasted two weeks, the second in 1883 lasted one month, while that of 1907 was of three months' duration.

HOURS AND WAGES.

"That as a result of this continued throttling of telegraphers' union, wages are now lower than they were 40 years ago, while the cost of living has greatly increased. During this time the capitalization of the telegraph companies has doubled and trebled."

Swear testimony taken from the investigations of Senate Committee on Education and Labor in 1883.

Testimony of John Campbell, president of the Brotherhood of Telegraphers of the United States and Canada, August 13, 1883 (pp. 103, 104):

"Q. You have told us that there has been a systematic reduction in the rates of compensation paid to operators ever since 1870?—A. Yes, sir.

"Q. What were the rates of wages at that time and prior to that time?—

A. They were much greater than they are at present, probably 35 or 40 per cent higher.

"Q. Extending back for how many years?—A. Back to about the beginning of the war, there was quite an increase in the compensation of telegraphers. The Government, of course, was compelled to have a large number of operators for military purposes.

"Q. So that there was a greater demand for telegraph operators at that time?—A. Yes, sir. The average pay for first-class operators in 1870 was from \$90 to \$115 or \$120 per month. It had been gradually increasing to that point from about 1860 to 1861."

Testimony of John S. McClelland, secretary of the executive committee, Knights of Labor, a telegrapher and a member of the Brotherhood of Telegraphers (p. 134):

"Q. But the wages you say were 25 to 30 or 40 per cent higher?—A. The wages, for instance in 1873 in Omaha ranged at \$100 a month, and they are now \$80; in New Orleans they were \$125 a month, and they are now \$80; in Richmond, Va., they were \$115 a month, and they are now \$80 and less.

"Q. And while the profits of the company have largely increased, it has diminished the pay of its operators?—A. Yes, sir; in this city the wages, which ranged at \$118 to \$120 a month some years ago, are now \$80."

Testimony of H. W. Orr (p. 178):

"In 1873 I was getting \$95 per month and in 1883 I am getting \$75.

"Q. Did you make the same number of hours in 1873 that you made in 1883?—A. Just about.

"Q. Nine hours a day?—A. Seven hours for night work and nine hours for day work.

"Q. Is that the rule all over the country?—A. Yes, sir. In New York the operators are paid for anything over seven hours, in Philadelphia they are not."

Testimony of Eugene J. O'Connor, Boston, member executive board Brotherhood of Telegraphers (pp. 187, 188):

"It is well known that the compensation now as compared with the compensation in 1870 is about one-half less. I think the average would be perhaps one-third less. Salaries in those days ranged from \$100 to \$125 a month; now the average first-class salary is certainly not over \$80 a month and hardly that. Eight years ago I entered the Boston office. At that time there were not less than 10 men there receiving from \$95 to \$100 a month; now there is just one who receives more than \$90 a month—he receives \$95. There are three who receive \$90 each, and the rest of the salaries range from \$70 down to \$40 a month."

Testimony of P. J. Tierney (p. 224):

"I worked in Omaha (1872) in the office of the Western Union Telegraph Co., and received \$100 a month. In 1876, I think it was, I came back to New York and received \$80 a month. Since that time my salary has been raised to \$95 a month. I am now 28 years of age. * * * Ten years ago I received \$100 a month, and now I receive only \$95, and without an organization to protect me in my salary I see nothing in the future but that 10 years hence I shall be receiving \$10 less than I receive now, or perhaps not even so much as that." [He was a true prophet.]

"Q. I want to call your attention to what you have stated as a fact, and what others have also stated, namely, that as rule, at all seasons of the years in the service of the Western Union Telegraph Co., when a high-priced man is discharged another man is employed to take his place at a lower rate than he was receiving. How long has that been the policy of the company or the fact?—A. It has been the fact ever since I can remember.

"Q. You can remember the business as far back as 1870?—A. Yes, sir.

"Q. No earlier?—A. That was the time I became connected with the business. When I was employed in the office as an office boy there were many operators in the operating department (New York City) who were receiving \$118 a month, which was then first-class pay. A first-class man who should go to that office to-day and apply for a position and get employment would have to do more work than the first-class man did in 1870, by reason of the increase in business, and would receive only \$85 a month, or perhaps less."

From the above it will be seen that between 1870, the date of the first telegraphers' strike, and 1883 the average wages of first-class telegraphers were reduced by the Western Union Telegraph Co. from 30 to 40 per cent, or from a range between \$100 and \$125 per month in 1870 wages were dropped to \$80 and \$85 in 1883. This caused another strike in 1883. In the 24 years between 1883 and 1907 the average wage for first-class men was further reduced until it stood at \$70 and \$75 in 1907. This caused the Western Union men to organize, and a general 10 per cent increase was forced from the company, the first in the history of the telegraph. Despite this concession feeling was so bitter against the company a strike followed, which lasted three months and was lost. Following the strike the company "took back" its increase, leaving the men (this don't include the scabs) about the same or worse off than before the increase.

We cite herewith a table giving the range of wages paid per month to first-class operators from 1870 to 1914, divided into four periods, 1870, 1883, 1908, 1914. It should be understood that the salaries quoted here are the maximum for first-class telegraphers with years of experience. The low figure quoted is that paid men coming from other cities or other companies. Their previous rating is not a factor; thus if a telegrapher receiving \$100 in New York Western Union wished to transfer to Chicago Western Union for any reason he would have to resign in New York. Then upon arriving at Chicago, if hired by the Western Union, it would be at \$75 or \$80. The highest figure quoted

in 1914 is paid to only a very small percentage of operators who work so-called "fast wires." On these wires three and four times the amount of work done in 1870 is exacted for a smaller wage than was paid at that time. The maximum for nonbonus is from \$5 to \$15 less.

City.	1870	1883	1907	1908	1914
New York.....	\$90-\$120	\$80-\$85	\$75-\$85	\$75-\$80	\$75-\$100
Chicago.....	90- 115	75- 80	75- 90	75- 80	75- 100
Philadelphia.....	90- 105	75- 80	75- 85	70- 80	70- 90
Boston.....	90- 105	70- 75	70- 85	70- 75	70- 90
Buffalo.....	85- 105	70- 80	65- 82½	65- 75	65- 85
New Orleans.....	100- 125	75- 85	70- 77	70- 75	65- 85
Richmond, Va.....	90- 115	70- 80	65- 77	60- 70	65- 85
Omaha, Nebr.....	90- 110	75- 80	70- 85	65- 75	65- 85
San Francisco.....	90- 115	80- 85	80- 85	75- 80	80- 100

The minimum rate of pay in 1870 was upward of \$50 per month, while in 1914 it is \$30 per month. The present scale ranges from \$30, with \$5 difference, up to \$100. Each increase is limited to \$5 and is only obtainable after a battle with a system of red tape especially designed to delay action, shift responsibility, and stall off the victim. Thus the average wage and the office, as well as the district expenses, are kept down.

In 1910, as one result of the strike, control of the Western Union passed to the Telephone Trust. These men had more modern ideas of how to get more work from the man for less money proportionately than their predecessors. They announced an increase in wages, followed by a systematic speeding-up system. Men on so-called "fast wires" days received \$100 per month for doing the same amount of work the company under the "bonus" system would have to pay \$150 for, and on nights \$90. The percentage receiving the maximum of \$100 is very small indeed. In the Chicago office, employing probably 1,100 or 1,200 in the operating department, not over 2 or 3 per cent of men working wires get the maximum. First-class men are being hired daily at Chicago, New York, and other large cities at \$75 and \$80. That is the prevailing wage for first-class men.

In the period noted above, and particularly between 1883 and 1908, nearly all classes of wage earners have secured marked advances in wages, and a considerable reduction in hours. Telegraphers stand out in rather striking contrast in this general wage movement, as they are, on the whole, much worse off as to wages than they were 25 to 45 years ago, whilst their hours of labor are practically the same.

For a good description of the inhuman treatment by the Western Union of its employees read chapter 4 of *The Telegraph Monopoly*, by Prof. Frank Parsons, entitled "Abuse of the employing power":

"There has been no reduction in working hours in 30 years, although the amount of work has been greatly increased through systematic speeding-up systems. The fixed hours of labor are only nominal. Over 50 per cent of the employees are compelled to work overtime in order to make a decent living.

"AMOUNT OF WORK.

"The amount of work has largely increased. In 1870, 150 messages and less were regarded as a good day's work. By 1883, 270 to 300 were demanded, and to-day the limit of human endurance is exacted from those receiving the maximum, which is \$90 and \$100. On so-called fast wires 500 and 600 messages per day, and even more, are common, and the men are constantly being spurred on to try and exceed this.

"HOURS OF WORK.

"In 1883 the hours of work were: Day work, eight hours; nights, seven and one-half hours. These hours are the same to-day, with the addition of various impositions designed to make the operator bear the entire burden of periods of dull business, such as the waiting list, extension of day tricks into night work at nine hours per day, etc.

"Overtime is paid for at the rate of seven hours per day after one has worked a full day."

EXTRA LIST.

This should be called the sweating list. The men on extra have no regular assignment. They are required to show up every day and will lay around the office awaiting the convenience of the company. They may wait from one to five hours before getting on. He may not get on at all, but he receives nothing for this waiting time. They may be marked off at, say, 3 in the afternoon and told to report again in a half hour or an hour. Then they may be put on again for 30 minutes and at the end of that time marked off. Extra men are required to report again at 5.30 p. m. for the night shift and often wait until 7 or 8 p. m. before being assigned. If they do not get on, they have nothing to do until early the next morning. During all this sweating the extra men may not have made a full day.

The Western Union has stock-market names for this sweated labor. Extra-list victims are designated "common" and "preferred."

SPLIT TRICKS.

These tricks are usually part day and part night. For instance, those assigned to these tricks will show up at 9 a. m. and work until 2 p. m. or until off. They are on again at 5.30 p. m. for the night shift, to work until marked off. Split-trick time is computed at the rate of seven and one-half hours at some points and eight hours at others for the day.

POSTAL TELEGRAPH CO.

The Postal Telegraph Co. entered the telegraph field in 1883 shortly after the end of the commercial telegraphers' strike of that year. John W. Mackay was the chief owner of the company and furnished most of the capital for its organization, and the telegraphers built it up and made it what it is.

The telegraphers of the country were led to believe that their hopes for industrial emancipation would come through this new competitor of the Western Union, and imbued with a bitterness against the older company on account of its oppressive tactics even those telegraphers employed by the Western Union stood ready to lend their aid and support to the new company. In fact, while John W. Mackay furnished the money, the real growth of the Postal was due to its being able to capitalize the telegraphers' hatred for the Western Union and turn it into money.

The Postal telegraphers usually received about the same compensation as those employed by the Western Union, but it was a haven of refuge for the blacklisted workers, and this in the long run gave the Postal a supply of labor that proved to be the cheapest by reason of its higher efficiency alone.

Up to and including the formation of the Commercial Telegraphers' Union in 1902, the Postal Telegraph Co. maintained a neutral attitude on the question of unionism, and the telegraphers themselves were prone to reciprocate. However, with the increased cost of living and the declining wage of telegraphers, the Postal telegraphers sought to have their wages increased in 1906. A movement for the same purpose developed among the telegraphers employed by the Western Union and resulted in the Western Union advancing wages 10 per cent. General Manager W. H. Baker, of the Postal Telegraph Co., announced a similar increase upon the part of the Postal.

In the meantime a set of rules and a wage scale was adopted by the Postal covering a number of different cities, and General Manager Baker resigned. Rumor had it that his retirement was due to his failure to keep the telegraphers in check and that his successor, E. J. Nally, was chosen for the purpose of joining hands with the Western Union Telegraph Co. to combat the union. The telegraphers felt a change of attitude on the part of the under officials.

The grievance against the Western Union grew more acute. The officials of that company were determined to disrupt and dislodge and, if possible, to disrupt the union. The Postal officials seemed to be in sympathy. A strike was declared against the Western Union and Postal in San Francisco, but settled amicably. Then the Western Union forced a runaway strike at Los Angeles and the Postal telegraphers followed suit, believing that the two companies were united in their antagonism of the union.

The strike was lost and since that time the Postal has been but an echo to every policy that the Western Union saw fit to promulgate. Whatever is said of one applies to the other, except that the Postal has not resorted to criminal

measures. The telegraphers, however, have little choice between them. They do feel that the Postal has been an ingrate, that while everlastingly harping upon the advantages of competition and denouncing the Western Union for its shortcomings, the Postal is just as bad as the Western Union, plus a hypocritical attitude of cleanliness and fair dealing that its conduct has never warranted its assuming.

MARCONI WIRELESS TELEGRAPH CO.

We filed with the Department of Labor, under date of August 22, 1913, a statement pertaining to the conditions under which wireless telegraphers are employed. The most important feature at that time was stated to be the monopoly of employment established by the Marconi Wireless Telegraph Co. through its system of leasing their instruments and furnishing the operators. While this condition has been ameliorated slightly during the past year, it continues to be an important factor. This condition has been brought about through a violation of the shipping laws and could not exist without the cooperation of some Government employees.

Under the law, these operators are a part of the ship's crew, to be hired by the shipowner, but the Marconi Co. does the hiring and its employees are required to sign shipping articles for the nominal salary of 25 cents per month. The navigation laws of the United States state that the rate of pay agreed upon shall be stipulated in the shipping agreements. There are certain laws for the protection of seamen where the rate of compensation is a factor, but by this palpable evasion of the law the wireless operator is denied his legal rights. One of these is his share in the salvage money. In one case that I have in mind, the wireless operator was thus deprived of his share in a heavy salvage running into thousands of dollars, although he was not only the first to learn of the vessel in distress, but the entire work of rescue was directed by wireless, entailing hours of hard work on the part of the operator.

The wireless operators are poorly paid. The best evidence of this is the scale recently promulgated by the Marconi Co. and published in volume 12, No. 1, page 28, of the Commercial Telegraphers' Journal, referred to above. This scale provides for a minimum wage of \$25 per month at the beginning, which rises automatically to \$40 per month at the end of four years and \$60 as the maximum to be obtained after seven years' service. While it is true that this includes board while on ship, it does not include room and meals while in port. The operators must also provide their own uniforms and various insignia and gold braid, such as may be worn by the ship's officers.

THE ASSOCIATED PRESS.

The Associated Press pays the lowest wages of any press association. The officials of this concern have been antagonistic to any organization of telegraphers. This can be attributed to the influence of the Western Union Telegraph Co., which has always been of great importance in the affairs of the Associated Press.

EMPLOYEES' ASSOCIATIONS FOSTERED BY COMPANY.

In these days when welfare work has become the subject of so much study, it may be interesting to refer back to the hearings of the Senate Committee on Education and Labor, referred to above. On page 940 of volume 1, under date of September 3, 1883, Norvin Green, president of the Western Union, under examination:

"Q. Has it occurred to you that in the management of the business of large corporations it might be wise to introduce some system of assurance or insurance by which provision could be made for the disabilities incident to old age and other disability?—A. I think it very likely that some such system might be adopted which would be useful. * * * Such a system might be an inducement to quiet, continuous, faithful service. * * * I think that if a man were actively engaged in a strike or any disturbance of that sort he would forfeit his rights. * * *

"Q. Perhaps if he had such a right at risk he would be much less likely to take part in the strike.—A. Yes; and that is exactly the reason why I say that the system might be worth considering by our company. * * * That subject has been discussed in our company, and one of the reasons why it did not receive more consideration was that it was regarded as being against the genius of our institutions."

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This should be called the sweating list. The men on extra have no regular assignment. They are required to show up every day and will lay around the office awaiting the convenience of the company. They may wait from one to five hours before getting on. He may not get on at all, but he receives nothing for this waiting time. They may be marked off at, say, 3 in the afternoon and told to report again in a half hour or an hour. Then they may be put on again for 30 minutes and at the end of that time marked off. Extra men are required to report again at 5.30 p. m. for the night shift and often wait until 7 or 8 p. m. before being assigned. If they do not get on, they have nothing to do until early the next morning. During all this sweating the extra men may not have made a full day.

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POSTAL TELEGRAPH CO.

The Postal Telegraph Co. entered the telegraph field in 1883 shortly after the end of the commercial telegraphers' strike of that year. John W. Mackay was the chief owner of the company and furnished most of the capital for its organization, and the telegraphers built it up and made it what it is.

The telegraphers of the country were led to believe that their hopes for industrial emancipation would come through this new competitor of the Western Union, and imbued with a bitterness against the older company on account of its oppressive tactics even those telegraphers employed by the Western Union stood ready to lend their aid and support to the new company. In fact, while John W. Mackay furnished the money, the real growth of the Postal was due to its being able to capitalize the telegraphers' hatred for the Western Union and turn it into money.

The Postal telegraphers usually received about the same compensation as those employed by the Western Union, but it was a haven of refuge for the blacklisted workers, and this in the long run gave the Postal a supply of labor that proved to be the cheapest by reason of its higher efficiency alone.

Up to and including the formation of the Commercial Telegraphers' Union in 1902, the Postal Telegraph Co. maintained a neutral attitude on the question of unionism, and the telegraphers themselves were prone to reciprocate. However, with the increased cost of living and the declining wage of telegraphers, the Postal telegraphers sought to have their wages increased in 1906. A movement for the same purpose developed among the telegraphers employed by the Western Union and resulted in the Western Union advancing wages 10 per cent. General Manager W. H. Baker, of the Postal Telegraph Co., announced a similar increase upon the part of the Postal.

In the meantime a set of rules and a wage scale was adopted by the Postal covering a number of different cities, and General Manager Baker resigned. Rumor had it that his retirement was due to his failure to keep the telegraphers in check and that his successor, E. J. Nally, was chosen for the purpose of joining hands with the Western Union Telegraph Co. to combat the union. The telegraphers felt a change of attitude on the part of the under officials.

The grievance against the Western Union grew more acute. The officials of that company were determined to disrupt and dislodge and, if possible, to disrupt the union. The Postal officials seemed to be in sympathy. A strike was declared against the Western Union and Postal in San Francisco, but settled amicably. Then the Western Union forced a runaway strike at Los Angeles and the Postal telegraphers followed suit, believing that the two companies were united in their antagonism of the union.

The strike was lost and since that time the Postal has been but an echo to every policy that the Western Union saw fit to promulgate. Whatever is said of one applies to the other, except that the Postal has not resorted to criminal

With reference to the stock of the company, Prof. Frank Parsons, in his book *The Telegraph Monopoly*, gives the following statement :

Original investment-----	\$130,000
Original capital (1852)-----	240,000
Capital stock (1858)-----	385,000
Brownsville line worth \$75,000, bought by issuing-----	2,000,000
1863, W. U. plant worth \$500,000, stock-----	3,000,000
Stock dividends (1863)-----	3,000,000
Total stock, 1863-----	6,000,000
Stock to buy other lines-----	3,332,000
Stock dividends-----	1,678,000
Total, 1864-----	11,000,000
Stock dividends-----	11,000,000
Total, January, 1866-----	22,000,000
Stock to buy U. S. Telegraph Co., worth \$1,443,000-----	7,216,300
Stock for Amer. Tel. Co., worth, perhaps, \$1,500,000-----	11,833,100
Total, 1866-----	41,049,400
Stock dividends-----	5,060,000
Stock for American Union and Atlantic & Pacific (worth together about \$3,232,000, aside from franchises) over \$23,000,000 but as the W. U. already owned over \$4,000,000 of A. & P., the issue was-----	19,080,000
Stock dividends-----	15,000,000
Total, 1884-----	80,000,000
Stock for Mutual Union worth about \$3,000,000-----	15,000,000
	95,000,000
Stock dividends of recent years-----	4,786,759
Total-----	99,786,759

The Western Union reported to the Public Service Commission of Massachusetts on October 19 gross earnings of \$45,582,395 in the year ending June 30, 1915, a gain of \$476,597 over the preceding year. Operating expenses required \$5,002,284 less than in 1913, with a total expenditure of \$30,665,576 and because of large savings in costs net revenue from wire lines of \$8,842,818 was \$5,412,881 more than in the previous year.

POSTAL TELEGRAPH COMPANY.

The Postal Telegraph Co. is a part of the Mackay companies which is not incorporated, but is described as a voluntary association under the management of nine trustees.

The Mackay companies was formed in December, 1903, and in the following year offered the stockholders of the Commercial Cable Co., capital \$25,000,000, the privilege of exchanging their stock for shares in the Mackay Co. on the basis of \$200 preferred and \$200 common in the Mackay Co. for each \$100 share of Commercial Cable stock. The capitalization of the Mackay Co. is \$50,000,000 of 4 per cent cumulative preferred and \$50,000,000 common stock. All of the preferred and \$41,480,40 common stock is outstanding. The common has been paying 5 per cent per annum, but the company does not draw from its underlying companies any more than is needed to pay dividends; hence no information as to exact earnings is available.

The Commercial Cable Co. purchased the entire stock of the Postal Telegraph Co. in 1897, issuing \$2,000,000 of bonds therefor, which are still outstanding and pay 4 per cent.

Volume IX, page 200, of the Industrial Commission Report of 1901, quotes A. B. Chandler, chairman of the board of directors, Postal Telegraph Co., as saying that his company employs nearly 9,000 persons; that the salaries of telegraph operators ranged from \$25 to \$85, with an average of about \$60, while the salaries of clerks were somewhat less; that there had been no change in the rate of pay in 15 years; that the rates of wages paid by the Western Union and Postal were nearly uniform for the same service; and that 9 hours constituted a day and 7 hours at night.

KONENKAMP EXHIBIT NO. 4.

KANSAS CITY, Mo., March 30, 1915.

S. J. KONENKAMP.

*International President Commercial Telegraphers' Union of America,
Chicago, Ill.*

DEAR SIR: In reply to yours of the 16th instance in reference to gathering information concerning conditions existing at the Western Union's local office and the Postal Co.'s local office, will say that I have been unable to get any definite line on the Postal Co.'s habits of discrimination against its employees, except to say that their men receive far too low a salary in almost every instance except the few old-timers who scabbed during the 1907 strike. These old favorites get about the same salary as a policeman or a head barber, and they think its excellent pay, I reckon—the way they suck hole the company. These said favorites get about \$80 to \$90. The common operator, who is probably a bonus man, or what is known as a gilt-edged operator, get about \$70 per month or about \$16 per week, equivalently speaking. This, of course, is not enough for them to keep their families on in the right way nowadays when everything is as high as a cat's back. I know, because I make nearly \$30 per week and can just keep out of debt and believe we don't live out of the ordinary poor man's way of living.

Of course, I could mention the fact that the local Postal office is a sort of a "family affair." The superintendent, Mr. Richards, married a Miss Ingram. Tom Ingram was made chief operator. Tom is Richards's brother-in-law. Joe Ingram is traffic chief. He is another brother. He receives, I think, \$95. These men were loyal during the strike of 1907. Bryant Fields, the wire chief, gets \$110, I think. He was loyal. A Mr. Faulk is night chief until 12.30 a. m. He receives about \$100, and is a good fellow. Mr. Moling is "all-night chief," salary about \$95, and another good scout.

Now, there is little fault to find with the Postal people's local office here. It is clean and sanitary. Nice place to work and good people to work for, except they do not pay the operators a living wage. They put nearly every man that comes up there for work on at \$50, \$55, \$60, \$65, and \$70. These "blockites" must wait to get on in the morning until they are wanted.

Seniority reigns supreme regardless of what time a man comes around and signs up. If I have been working for them only a week and show up at 7 a. m., and am waiting to be put on, and another man older in the service, local service, comes around 1, 2, or 3 hours later and I am still not on and they want a man about then, he gets on ahead of me.

But I will have to hand it to the Postal over the Western Union, because the Postal pays a man a bonus for handling over a certain amount of messages an hour (over 32, I think) whereas the Western Union makes the men work "free bonus" for a straight measley salary. In other words, the Western Union has no bonus wires. But I will come to the Western Union situation later.

But, on the other hand, the Postal, not unlike their competitor, do not like organized labor in their office and will not tolerate their men joining a labor union if they can prevent it, and, to my best knowledge, they will discharge an operator for joining a telegraphers' union; but the reason for said discharge will not be on account of unionism, but "for the benefit of the service," or "your services are no longer required," etc. I can mention no instance where a man was discharged for carrying a telegraphers' union card, but I do know that they do get the shivers when the Commercial Telegraphers' Union local secretary drops around and says "howdy." They won't talk unionism; they won't even think it to themselves, because they fear there might be a telepathist among the chiefs in the Postal office. These men are slaves, and I fear they don't realize it. They carried the hod for \$16 per week. They are afraid there is a company "spotter" among the company employees, who would find it out if they should get a card. They are afraid to join a union and try to better their condition in salary and stick up for a right that is coming to every man who must work for a living.

The Western Union Telegraph Co.'s local office conditions and rottenness is the situation I want to call your attention to more so than the Postal Co. In the first place this office, as far as I can learn, is being handled by a man under the title of chief operator—one Henry G. Gosting at the present. (They fire their chief operators on frequent occasions for not making a low enough ex-

pense showing compared to that of predecessors.) It seems that the chief operator is a fixture, ostensibly has charge of every employee in the jurisdiction of the city limits of Kansas City, Mo., working for the Western Union. However, to the best of my knowledge and others, he is told by those higher-ups in authority in the East, Chicago, New York, or other place, to slice salaries, and only to put a man on at a salary over \$75 per month after he, Gosting, has obtained permission to do said thing by his superiors in Chicago or elsewhere. This is approximately \$18 per week. Large income! Should say his authority goes this far in the salary line and no further. He probably would treat the men better if he had his way, but he has not. He is guided by a "big stick" higher up. If he should refuse to reduce salary and scheme as to keeping low-salaried men at work and firing out (marking off) men receiving \$65, \$75, and \$80 per month when business slacks up during the afternoons or any time for that matter, he would get the can himself, so I think it isn't so much his fault that the men are slaves. This slave-driving system has been in vogue by the Western Union people for 20 years, and for the last 7 years has gradually grown worse until now the system of cutting every cent off that can be cut and scheming every possible way to make a showing in some sort of report that goes back East, is so bad that they even dock a man 2 minutes if he stays out in the toilet over 10 minutes.

SALARIES AMONG WIRE-WORKING OPERATORS.

The salaries in the local W. U. office range all the way from \$35 per month to \$80 per month. A few favorites, or "loyal during the 1907 strike," get \$80, \$85, \$90, and in one or two instances \$95, as far as I can learn. These operators, however, who get as much as \$80 per month—not quite \$20 per week to be exact—are not more than a total of 10 men in the whole office. There are a few wire chiefs and traffic chiefs getting within this range, but as I am talking about wire-working men, these wire chiefs will be referred to later.

HOURS.

Nine hours constitutes a day in the daytime. There is what is known as regular extra, which means preferred extra, or in other words, maybe you will get in a day's work if business requires keeping you on. If not, you are marked off. There is what is known as common extra. This is "starve list," which is very conspicuous, as most of the employees are on this list eking out an existence—a "coffee and" existence.

These extra lists and common extra lists work something like—I will say, for instance, imagine a large department store paying the clerks for the time they are actually waiting on customers and when they are not busy they have a waiting room where they can spend the time—not being paid for it—but their own time waiting for another customer to come in. This is exactly like the dear old Western Union here do business with their telegraph employees—that is, the men. No, sir; no woman ever has to work extra list. They are given regular jobs immediately they are enrolled. There is no ladies' waiting room. Is this equality?

HIRING AND DISCHARGING.

Changes take place frequently. Operators are coming and going almost every day; maybe three or four are hired and maybe three or four are fired for "the benefit of the service," etc. But more than often the real reason is because they are suspected of belonging to the telegraphers' union.

SANITATION.

The sanitary conditions in this office are very bad. The men's waiting room where the men must sit for hours to be put on duty after they have signed up their names, is rotten with vermin and tobacco juice—no cuspidors being furnished. Cigarette butts, cigar butts, and a room full of smoke. No ventilation. In cold weather one little radiator to warm by. The toilet room is a dirty place also, and an awful odor exudes constantly. I understand some one turned in a complaint to the health board about these conditions just the other day and that the board sent up an inspector to look it over, and ordered a clean up. Whether this clean-up took place I do not know.

These conditions exist in other cities as well as Kansas City, according to my own experience and from what I have heard through others.

Operators can not have good health and spend most of their time in these tubercular germ-ridden waiting rooms. The ladies' toilet rooms are kept clean and nice, I understand. There are no cuspidors in the hallways and toilet rooms and among the men's lockers.

IN CASE OF FIRE.

In case of fire these employees would have a chance if they could fly out the windows. At 6 p. m. a door is locked shutting the exit to the street from the locker department. In order to get their hats and coats the men must go up a flight to the lockers, get their things, climb a flight of stairs back to the operating room, and come down another stairway to the street. If a fire should break out there would be little chance to get out of this old rickety building, but small worry for the dear old company; a few men with cards might burn to death and that would be O. K. This closing and locking of doors is against the local fire regulations.

CHIEFS.

Henry G. Gosting is chief operator and has charge of approximately 250 employees. His duty is to employ and discharge and look after things in general, but never in detail except to discharge men. He looks wise and tries to figure out how he can reduce expenses for the dear old company. His salary is about \$125 per month. Mr. Gosting has charge also of night chiefs and the whole office in general. He is on duty from 8 a. m. to 5 p. m., six days a week.

W. H. Heyser is night chief operator, with hours from 5 p. m. to 12.30 a. m. He is in personal charge of operators during these hours, and has a desk where he sits most of the time and keeps busy firing out (or marking off) the high-salaried men the first sign of slack business and retains the low-salaried men for the wee small hours. These low-salaried men can stay and make all the overtime they want after they get in their regular 9 hours, which is computed as a day, if business is good.

A Mr. Anderson, who is known as all-night chief, is in personal charge from 12.30 a. m. to 8 a. m. His duty is to look intelligent and watch to see that the low-salaried men have preference to remain on duty and that the high-salaried are shot out.

P. A. Juvet is day traffic chief in the quad department. He is supposed to traffic the business—that is, to see that the "old" business goes on the wires first—but from what I can learn he stands around with an ecclesiastical stare on his map and hollers "whoop 'em up" all day in accordance with instructions from the higher up, Mr. Gosting, to have the men work fast and move all the business they can in as short a space of time as possible so that he can mark them off and save that much for the dear old 50 per cent dividend company.

Mr. Burns is traffic chief of the automatic department and has immediately under him about 40 young girls. These girls must whoop 'em up all the time on these automatic machines. They average around 80 messages per hour. The automatic machine is a cross between a typewriter and a gyroscope. It writes its own messages, but a little girl with a big think must feed it and incidentally she must know how to say "break" and "go ahead" and "wait" on a regular Morse wire with her hand and the girl at the other end of the wire must be a good enough operator to "receive" what she says. A person could learn that much about telegraphy in six weeks—hence company telegraph school department in every office.

A Mr. Virgil is an assistant, also in this automatic department.

DISCRIMINATION.

Employees are discriminated against in so far as the low-salaried men are retained on duty while the higher-salaried men are marked off first. In this way an operator looking for work would nearly be willing to work for a low salary in order to get in enough time to support his family. There are regular men working from 8 a. m. to 5 p. m. who have wives working right along with them. These men who have their wives working are invariably men who were loyal to the company in the 1907 strike. These men get around \$80 and \$85 per month and their wives who are fair operators also receive around \$65.

This makes a big salary to combine it, going to one household's upkeep. On the other hand, if a man inquires for work who has a large family and his wife can't work he is put on the extra list and spends most of his time in the waiting room waiting to get on to make a few hours' time to live on. But a man is not put on when he inquires for work until he has stated his last place of employment and the chief operator has wired that city and confirmed his leaving in good standing. If he was discharged there for getting a word wrong in some message or some other act of deficiency, but not incompetency, he is told they can not use him. In other words, he is blacklisted. He goes to another city with the same result. He must go into some other business, because the company can get along without men; they can use women who will work for a song, and the company feels secure with girls, as they as a rule work during labor troubles.

A further discrimination is shown in this way: The extra men come down to the office in the mornings and sign up on a list one name under the other as they come in, etc. It would appear reasonable that these men be called according to this list, would it not? They are not, though. They are called according to salaries. Every chief knows what every man's salary is. They order the underpaid dog on first, and then another underpaid and another, etc., until the low-salaried men are all on—that is, all those who are in the waiting room; then, if no more cheap men are down there and they must have a man to "man a wire"—they hate to do it, but they will eventually order up a \$75 or \$80 man to come up. Perhaps its noon by this time. These high-salaried (?) men work during lunch reliefs (which are taken on your own time) and the first man to be marked off is the high-salaried man, not the low-salaried man, as it would seem reasonable to mark off, because he came on first in the morning, but they keep the underpaid fellow on because he is only getting 25 cents an hour, but handling perhaps \$50 worth of business during that time.

DISCHARGING MEN FOR BELONGING TO UNION.

"For the good of service," or "for reduction of force," and "for unsatisfactory service," are the reasons for letting men go when suspected of belonging to the telegraphers' union. A good example of this question has taken place in St. Louis this week where 44 men were let out for unsatisfactory service. But when a St. Louis Star (newspaper) reporter went over to the Western Union's St. Louis main office to interview the chief operator, Mr. Algiers, and superintendent, Mr. Armstrong, this morning (March 30) about these discharges the reporters were told it was for reduction in force on account of dull business conditions. Now, would it seem reasonable that Mr. Algiers in St. Louis would wire Mr. Gosting in Kansas City if he could furnish him some men last Saturday (March 27) if business was dull? This was done. Mr. Algiers requested Mr. Gosting to send some men. Mr. Gosting could get only six men to go. He called the Missouri Pacific and asked for passes for these men. These men were told to come around Sunday at noon and get these passes. They did come around Sunday noon and got the passes and left Kansas City at 9 o'clock Sunday evening over the Missouri Pacific for St. Louis. Does this look like dull business? If business was dull to discharge men because of dull business, why send to another city for men? The dear old Western Union pulled off a raw stunt when they told this reporter or reporters present that it was on account of dull business. What will Mr. Algiers and Mr. Armstrong say when the Industrial Relations Commission commissioners ask them these questions? What will they say? They won't be able to say. They will mumble and stutter. Watch them. Discrimination runs riot among this outfit.

Men are blacklisted forever, because of refusing to do their bidding to speed up and handle 50 to 75 messages per hour over a rotten wire. Mr. Charles A. Warner was one man blacklisted. He refused while working here one day on the receiving side of a wire to stand for the sender omitting dates or I should say leaving dates off when sending. These messages come in at the rate of nearly two a minute if you allow the sender to cut corners and use all the code and cutting he wants to. This man thought he was a white man, not a slave, and hollered to the chief. The chief canned him. He went to Dallas, Tex., referred back to Kansas City for reference, and got an unfavorable reply. Result, no employment in Dallas.

There are numerous instances of this sort of discrimination against the operators, but I can not recall them nor the dates. The Warner incident took place some six weeks ago.

COMPANY TELEGRAPH SCHOOLS.

In each large city the Western Union has a room where telegraphy is taught to young girls until they can "send" and "receive" well enough to do what is known as work the "X'it" (talk side) of an automatic-printer machine. I understand they teach only girls. They want only girls. They intimidate them; they can persuade them to speed up and handle 100 an hour on an average; they can persuade girls to work during a strike; there are some girls who would not scab, but as a rule they work any time, anywhere, and under most any old conditions just as long as they can receive from \$7 to \$15 per week. This is a big salary for a girl, she thinks, when all she has to do with it is to buy her own clothes and fluffy ruffles and turn little in as support. In most cases these girls' parents don't need any aid. A man can not work for this small sum per week and keep his family, hence employment of girls and women is gradually taking the place of men and the automatic machine is being watched like an infant to see that no harm comes to it, as its object obviously to supplant the man operator who demands a living wage.

Yours, fraternally, and with best wishes,

W. B. ROBERTS,

Secretary Local 23, Kansas City, Mo.

P. S.—I could not get this information sooner. Sorry could not get it to you by the 27th instant, as requested. Hope it will help a little.

W. B. R.

KONENKAMP EXHIBIT NO. 5.

FACTS COVERING PHILADELPHIA POSTAL.

Force—Operators.—Eight girls, daytime, 9 hours per day. When State of Pennsylvania passed law compelling all women to take an hour for lunch, the Postal Telegraph Co. sidestepped the act of the legislature by forcing the girls to work an additional hour at the close of the day to make up for the lunch hour given. Girl previously coming to work at 8 a. m. would have to work till 6.30 p. m. instead of being relieved at 5.30 p. m., making the law a detriment instead of being a benefit to the women.

Night force.—One man, Frank Burns, sort of operator and traffic chief combined on the Maryland and Delaware State and Pennsylvania Railroad wires, comes on at 4 p. m., until 12 midnight, 7½ hours, taking out the half-hour lunch. Three men, R. E. Hartenstine, M. A. Condon, and F. G. Carrier, come on at 4.30 p. m. until 12.30 a. m.; also 7½ hours, taking out the lunch relief. Four men come on at 5.30 p. m., until 1.30 a. m., also 7½ hours with a lunch relief; actually on duty 8 hours, counting the lunch relief. One man on at 7 p. m., until 3 a. m., and an all-night man, 12.30 a. m. to 8 a. m.

Printer operators.—Six day printer operators, with two mechanics; all girls at day. Four night printer operators come on at 5.45 p. m., until 2 a. m.; half hour lunch.

Extra men Morse operators.—Eighteen men show up some days, get hour in day and about 5 hours at night. Present time conditions. At night extra men must stand at the entrance to the operating room and watch for the night manager, Mr. J. A. McNichols, to give them the high sign before being allowed to enter the operating room.

Total combined force being: Forty-one regular day men; eight regular day operators (women); regular day men include six bonus operators. Eight regular night men, including the all-night man and man working from 7 p. m. until 3 a. m. Eighteen extra men.

Traffic.—One traffic chief over the ways, days; one over the cities in days; one general traffic chief over quads in combination with his general traffic job; one traffic covering the entire room at night from 5.30 p. m. to 11.30 p. m. Night manager who does nothing but oversee the office in general at night, 5 p. m. until 12.30 a. m.

Checks.—Five day checks; two early night checks; one late night check; total, 8.

Clerks.—One route clerk at desk nights; two in days. One is man at day; other is small boy of about 13 or 14 years of age at the very most.

Both day and night forces are compelled to carry typewriters out of the main office at 1326 Chestnut Street, in case of man being wanted at any newspaper office. Same company long since furnished mills in New York.

Girl Morse operators paid \$45 per month, with day off every week. One of our girls gets \$60, the only exception. Printer operators nearly all get \$35 per month and then pay them a bonus of a half a cent for every message over a given amount. At days it is 325.

At the present time there are no split tricks in the Postal main office at 1326 Chestnut Street. Instead of giving the men split tricks they keep them on the extra list.

They also have a system of paying their men as per following:

Man, supposedly regular operator, but taking off one day every week compulsory, rated at \$75 per month. The Postal figures it up by the year, making the operators' pay \$2.88 per day at their figures. If the man fails to work the full year, he is losing something which he in reality earned but can not get.

In connection with at first taking a position with the Postal Telegraph Co., a new operator is given an application blank to fill out, and printed or rather stamped with large type across the face of the application is the question, "Do you belong to any union?" If you say you do belong to a union, you are not hired. If you say you do not and do and fact is found out by said company, you are subject to discharge.

They, the Postal Co., have a voluntary relief association, which also carries an application of the same character as the employment application blank. They ask you precisely the same question. R. E. Hartenstine, of Philadelphia main, refused to fill it out when working a year for the Postal in Philadelphia, and the chief operator, Mr. E. W. Miller, told him point blank that he would have to give a very specific reason for not wanting to fill out the application so that he could forward same to New York office. Not voluntary relief association but compulsory, in order to keep the men from joining the union and getting something for themselves.

All regular men at Postal Telegraph Co.'s office, 1326 Chestnut Street, Philadelphia, are forced to remain until told they can go, even though their regular day is completed. An operator working 10 a. m. to 7.30 p. m. got up and went home one evening without permission. He was very forcibly impressed by Night Manager J. A. McNichols that if he would attempt any such thing again he would be summarily discharged.

The general traffic chief of Postal, under instructions from E. W. Miller, chief operator, sent for an extra operator (Chas. Campbell) to report for duty one afternoon. After reporting to Mr. M. N. Redding was given 15 minutes' work and told he was no longer required.

At different times during the past winter the chief operator, E. W. Miller, got off his platform and got down to key before he would allow his traffic chiefs to call in waiting extra men.

All traffic chiefs have instructions to sit down and work at key whenever "necessary," which is a very common occurrence.

Men promised increases by Chief Operator Miller never receive anything but promises.

Operator working Chicago local at night worked with man at Chicago end receiving \$80 and asking additional increase, while Philadelphia man could get no more than \$75, being "top," according to Mr. Miller, and would refuse absolutely to consider an increase above \$75.

At end of every 24 hours the all-night clerk at route desk is instructed to count up all messages marked off on number sheets.

The timekeeper also counts up total messages shown on all operators' average slips. Do the two—average slips and number sheets—balance? The number sheets always show about 300 to 500 numbers more than the average slips. The chief operator always looks over sheets and has timekeeper people report to him on average slips. Although they know there is heavy padding of average slips, they do not investigate the matter. It is very evident why. According to the percentage system of the Postal, originating in New York, by J. J. Whalen, every man and woman operator is expected to get enough average to keep above given cost per message, in order to keep dividends uniform or growing. Should the regular operators hand in low averages they are standing in danger of losing their positions by being placed on extra list. Thus every man pads his average in order to avoid losing out. This refers to men floating around on way wires with pen, where it is almost impossible to average 20 an hour, which is what an operator receiving \$75 a month would be required to do.

These men who drift around on the way wires are mostly men who have worked during the strike of 1907. Philadelphia, as you know, is chuck full of such kind of men.

Reference to Morkrum printers.—If there is any wire trouble at all, such as swing-in-wire, the operator at one end striking letter at one end of circuit would write something altogether different at other end. Code messages and cables are continually being bulled up and causing business people using the telegraph a lot of expense in losses, etc., through errors. Thus the Western Union and Postal are having large files taken from them—vice versa; the Western Union having Wheatstone system, which is on a par with Morkrum printers.

KONENKAMP EXHIBIT NO. 6.

STATEMENT COVERING CONDITIONS AT THE POSTAL TELEGRAPH CO.'S MAIN OFFICE AND PRINCIPLE RELAY OFFICE OF THE SOUTHERN STATES, BIRMINGHAM, ALA.

General description of office and force.—The operating room is situated on the top floor of the Brown-Marx Building, occupying the entire floor of the east wing. Building 16 stories above the ground.

Public office situated on ground floor opening on south front of building and through general corridor.

Whole of operating force is worked in one inclosure. No partitions or divisions, except those designating the trunk lines or "Quad division," and the "Woods, or way-wire division," which means circuits on which there is from 5 to 20 offices.

Officers of the operating force consist of one chief operator; one traffic chief or supervisor, who has direct control of the operators and checks; three floor chiefs distributed, one in the ways division and two in the quad division; one night chief operator, who has direct supervision over all the operating force after coming on duty at 5.30 p. m.; one traffic chief till 10.30 p. m.; and one "all night chief," whose hours are from 11.30 p. m. to 7 a. m., and who has direct supervision over operators after he comes on duty.

Division of day tricks and number of hours, etc.—"7 a. m." tricks consist of a number of operators who report for duty at that time each workday, and who, as a general rule, receive a salary of not over \$75 per month and whose hours are till 4.30 p. m. These men are granted only 30 minutes, in which time they must take at least 10 minutes up in walking from the sixteenth floor to the fifteenth floor on a semispiral stairway (no passenger-elevator service to the sixteenth floor) and returning the same route. Unless the men fetch cold lunches with them they must rush down stairs and stop at the first lunch counter, there wait probably five more minutes to be served, and after getting their dinner they have only about five to seven minutes in which to swallow their food in a half-masticated condition, thus bringing about diseases and disorders of the stomach common to such practices. If they are late, they must make a lengthy explanation to the traffic chief and listen to a lecture from him that no man would contend with in any other office or place. The operator must contend with it or be suspended from one to five days, at the discretion of the traffic chief, and discrimination has been noted several times in this direction. The man is docked for this 30-minutes' lunch relief. He is allowed short reliefs in which to attend to the demands of nature in relieving himself of his undigested food and weakened kidneys or bladder, of 10 minutes' duration each. These reliefs are not taken off his day's time, but they are actually curtailed as much as possible, and it is a well-known fact that no man can have more than two short reliefs a day, one before and one after noon, unless he pleads sickness caused from taking medicine. Operators are compelled to sit and wait from 10 minutes to an hour for a short relief after sending in his "bid" for a short relief before he is relieved on his wire. It is an unpardonable excuse to leave a regularly-manned wire without a substitute for any cause. Therefore, many men have become constipated and have had their life endangered because the officials refused to grant him a short relief.

If there is any extra rush of business at the time the 7 o'clock men are due off at 4.30 p. m., they are held until it is convenient for them to go and paid overtime by the hour. If they are late in reporting for duty they are docked actual time.

Bonus men are required to show up at 8 a. m. and work till at least 4.30 p. m. These men in 1907, and even up to and including 1910, were paid (in

1910 at least) \$90 per month for handling 300 (average) messages, this constituting a day's work. They were then given the option of getting off duty or continuing to work and get paid bonus or piecework prices of 1 cent per message of 30 words or less. Early in 1911 this option was cut down, making it necessary for the bonus men to work until 2.30 p. m. regardless of whether they had earned their stint or not. They were still, however, paid the bonus of 1 cent per message for all over the average of 300. For the past two years these men have had their hours prolonged, thus making it necessary for them to work every day until 4.30 p. m. regardless of their stint, and if they get off before that time they are docked all the bonus or piecework they have made over their day's stint of 300. This is considered a hardship because the men, while on their respective wires, work at a terrific rate of speed, sometimes averaging 110 per hour. Most of these bonus men receive \$90 per month, but there are instances where one man gets \$80 or \$85 per month and does identically the same class of work; in fact, working the same duplex or quad wire as the \$90 men. The excuse offered for this condition is that the company appropriates a certain number of \$90 tricks and the lower salaried men must wait till a vacancy occurs, but in the meantime they must do the same class of work as the man beside him getting the larger salary.

Extra list and how manipulated.—The extra list consists of unassigned operators attached to the office. These extra operators must devote their whole and undivided time to the company day and night. They are not allowed to substitute for another operator on the outside for even a day without asking for a day's leave of absence. They can not work during their unoccupied hours at the office at any other class of employment. If they do, they are dismissed or severely reprimanded and given to understand their time belongs to the company. Their salary ratings range from \$50 per month to \$85 per month. They are required to report at the office every workday morning promptly at 9 a. m. and remain in the "waiting room," which is the locker room and lunch room also, approximately 18 by 20 feet, until called for duty or excused. Usually if they are not assigned by 11.30 a. m. they are excused until 4.30 p. m., but they are not paid one cent for the time they are waiting. They must give to the company every morning the time they are in the waiting room and receive no pay at all. If they are late in reporting and the traffic chief learns of it, they are called up and given a lecture and reprimanded in a manner that one never would suspect. He must accept the overlordly reprimand or he is likely to be dismissed for insubordination.

There has been noticed in this office that the 7 o'clock men and bonus men were making from 30 minutes to 1½ hours' overtime per day and the extra men not making full time. This was due to the bad division of tricks or assignments. These extra men are expected, and bulletins so state, that they must report for duty not later than nine hours after being relieved, provided such relief does not occur before 12 midnight. When these extra men are temporarily assigned to duty their lunch relief is extremely irregular, in some cases they not being relieved for lunch till after 3 o'clock.

Opposition to union organizations.—The Postal Telegraph Co. in this city has what is known as an application blank, and which must be made out by every man seeking employment as operator. There appears on this blank questions of the usual nature relating to your name, address, place and name of former employer and city or town, and also two questions very antagonistic to unionism. One reads: "Do you belong to any telegraphic organization? If so, do you agree to resign your membership therein and devote your whole time to the interests of the company?"

If you admit that you belong to any telegraphers' union, either railroad or commercial, the chief operator immediately informs you that he can not use you and declines to give any intelligent reason for his decision. If you perjure yourself and say you do not belong, he will in most cases employ you if he is working on short force and place you on the unassigned or extra list. This, although he gives no reason, has been tried out by members of the Order of Railroad Telegraphers, and the chief operator has never hired a man in this office that admitted that he was a union man. If a man joins the union after becoming employed, he breaks the contract on the application blank and is liable to dismissal if he dares to speak out and declare himself a member. The men are even afraid to read union journals or literature in any part of the building or even on the street where any of the chiefs or spotters are liable

to see them doing so. Some are absolutely afraid to go near a place where unions hold meetings, fearful lest they be accused of being a union man and get summarily dismissed. The chief always on cases of this kind says that the operator is undesirable and his services are no longer needed. That's the end of it for such operator in this district. If he applies for a position with the Postal elsewhere in this district, and probably on the whole system, and refers to this office as his last place of employment, provided he was dismissed because of being suspected of being a union man, if the chief operator here gives full information on the case the operator is not hired. He then has to resort to either an assumed name or again perjure himself by stating that he has not been in the telegraph business for the past two years or something to that effect.

Sliding scale.—Instances are known in this office where high-salaried men have resigned or been discharged and men assigned to their tricks or wires at from \$5 to \$10 per month less in salary. The high salary is not again restored. There are in this office to the writer's personal knowledge at least three positions that paid on an average of \$85 per month "open," the men having resigned or been discharged, and there are now two former check boys, hardly 20 years old, doing the same class of work for the salary of \$45 per month. Other methods could be mentioned in which this sliding scale has been manipulated, but for want of definite details are not mentioned.

Manipulation of extra list respecting "preferred extra."—The "extra-list" men are compelled to get in eight full hours for a day's pay, either consecutive time or divided, after which their time is computed at the rate of seven and one-half hours for a day's "overtime" at the same rate of pay.

During the past two years there has been established by the traffic chief what is known as preferred extra. One or two men are instructed to show up for duty at 11.30 a. m. and work till 1.30 p. m., and then report for duty again at 5.30 p. m., and work till they can be dispensed with. Their hours of service are computed at the regular extra man's rating, which is eight hours for a day's pay. Yet these men are working the same identical hours that the "split-trick men" are working, and the split-trick man only has to work seven and one-half hours for a day's pay, and when his day's hours is completed he has the preference of getting relieved over the preferred extra man or the regular extra man. This system compels the preferred extra man to work eight hours for a day's pay, while the split-trick man working the same hours and having the same show up for duty only makes seven and one-half hours per day. If the extra man presents a grievance he is told pointedly that he is under the traffic chief's supervision and must adhere to any rules made by him or he has the alternative of resigning.

Another method of the so-called preferred extra list is a system whereby a very good friend of the traffic chief is employed on the extra list with the understanding that he can, at will, report at 6 p. m. for duty and is to be relieved at will. At the present writing, there is only one man working this class of extra. He is known as "Doc" Copeland. He studied medicine while working in the office as operator, graduated, and resigned to become a practicing physician. After an absence of two or three years he returned to Birmingham and established an office here, carrying on his medical practices during the day and reporting for duty at 6 p. m. evenings, bringing his medicine case, etc., with him. This man is allowed to use the company's phone for his professional calls; and at any time he is called on the phone, he is immediately relieved regardless of conditions at the office, and allowed to make his professional calls.

This method is very unjust to the regular extra man, who at times does not get over five days in a week period. Invariably, though, Copeland is given the preference on work at night over the regular day men who might desire to put in a little extra time. This method is considered very unfair by all the men in the office.

KONENKAMP EXHIBIT NO. 7.

NEW YORK, May 2, 1907.

Mr. E. M. MOORE,

Chairman, and Members Executive Board, Local No. 1, Chicago, Ill.

BROTHERS: Your registered letter dated April 28, expressing fears that our members working for the Postal Telegraph Co. in Chicago may at any moment

take matters in their own hands, which I take to mean walkout, unless their grievances are settled immediately, has been received.

At the outset I desire to express my confidence in the judgment of a majority of the members of the executive board of local No. 1, and also the hope that the members thereof will use their best efforts to prevent any such action.

I also note that copies of your letter have been sent to the general secretary-treasurer and each member of the general executive board for their information.

I am also mailing them copies of this letter.

Unfortunately the impatience of the members of the Chicago Postal committee, and the registered letter from the members of your honorable body, forces me to give out information that, if made public, might work to our disadvantage.

In order that you may understand the situation more fully, I submit herewith some of the correspondence in the case under consideration.

The following is a copy of a telegram I received. It is self-explanatory, in so far as its contents are concerned; it was sent to me over the Western Union lines in plain English.

CHICAGO, ILL., April 25th, 1907.

S. J. SMALL,

President Commercial Telegraphers' Union of America,

Astor House, New York.

(Deliver personally.)

Communication nineteenth through Russell finally reached us to-day. We believe, and think entire force agrees, course indicated entirely wrong. If followed certain birds in hand will escape while you chase birds in the bush. Nally has time to cut our strings on birds in hand. He has time to meet you. Certain consequences your present policy be passage Postal schedule next meeting local. Unless something accomplished (at very least an appointment with Nally) quickly, we must disown any responsibility for further consequences. Special meeting local also possible. Chicago not be satisfied unfair list or strike; wants strike and unfair list, unless grievances six months' standing be righted and righted quickly. Chicago Postal tired standoff while other troubles being settled. If wait till all other troubles settled, never will be reached. Can see no reason against simultaneous strike New York Western Union, Chicago Postal! You seem not appreciate heated feeling Chicago Postal. Heat of this telegram comes from the lid occupied by this committee; nonaction last two weeks rendering heat of lid intolerable and snap-judgment strike more likely each passing day. Still your move.

M. J. PAULSON.

C. L. CRAIG.

W. E. GOODRICH.

F. E. BURROUGHS.

E. M. MOORE.

Time, 8.30 a. m.

I replied as follows, the message to General Secretary-Treasurer Russell being sent in cipher:

NEW YORK, April 26, 1907.

M. J. PAULSON,

305 Omaha Bldg., Chicago:

See telegram to Russell to-day.

S. J. SMALL.

NEW YORK, April 26, 1907.

WESLEY RUSSELL,

930 Monon Building, Chicago:

Say to committee consider case in my hands. Will have to give me time to move. If act hasty will repudiate them before whole country. Their telegram damaging case.

S. J. SMALL.

Further information is contained in the following telegrams:

To S. J. SMALL:

Postal employees' committee been very conservative and counseling patience but men are wearying of delay and apparent inaction on the matter of grievances. Suggest you by all means bring out company's hand quickly. Local

executive board forced to hold special meeting Wednesday with a view to calling special meeting of local to consider new schedules. Executive board decided this should be avoided pending your negotiations in New York, but men dissatisfied and radical action avoided with difficulty. Seventeen split-trick men to-day discharged for not reporting for duty, which punishment seems very excessive, as most of them sober and faithful. Unrest growing, and situation may get beyond our control at any moment; chiefs restless and men ugly; please inform me of prospects or results.

M. J. PAULSON.

For the Committee.

I received a telegram from Chicago saying that 17 men had been discharged. The following was received one day later:

CHICAGO, ILL., April 19.

S. J. SMALL:

Better information cuts pay day discharges to 13, nine splits, four straight days; two these men one on each trick been cautioned repeatedly.

MOORE.

On April 23 I received the following:

CHICAGO, ILL., April 23, 1907.

S. J. SMALL, *New York:*

Men discharged 19th back to work to-day. Best information all went back at old pay. Few still out who didn't ask get back. Trick changed by way of discipline one case where men been previously cautioned. Discharges without hearing on insufficient cause and restoration don't look good discipline brings the extreme penalty into contempt. Another chief who didn't get his raise told recently "you'll never get a raise till you get out of the union." Person who said this apparently instructed do so; but will of course deny such instructions say merely friendly opinion.

MOORE.

In order to act intelligently it is necessary that one be familiar with all the facts.

Referring to the 200-word telegram, I desire to say that I do appreciate the "heated feeling in Chicago Postal." I also believe I am a good judge of how much personal and exuberant anarchistic feeling has been injected into the Postal grievance case.

Far be it from me to throw cold water on a movement that has merit and no selfish motive behind it. The Chicago Postal operators have a grievance, and a just grievance, but that unfortunate trait of human nature—selfishness—seems to have blinded them, with the result that their grievance, in their eyes, overshadows everything else vital to the success and life of our organization.

The Chicago Postal grievance, as I understand it, is not so much a question of salaries as it is the ignoring of the rules agreed to between the Postal Co. and a committee some months ago. As compared with the Chicago case we have others in other cities that are of equal, if not greater importance, namely, in Kansas City, Augusta, Ga., San Francisco, Nashville, Tenn., Louisville, Ky., and other cities. I have asked the members in these cities to exercise good judgment and give us time to pave the way for an adjustment of all these grievances, here in New York. I also asked the Chicago Postal committee through General Secretary-Treasurer Russell to give me time to first adjust a grievance we have with the Western Union in New York, but instead they accuse me of chasing birds in bushes in preference to a bird in the hand.

It would seem that in order to satisfy the brothers in Chicago I must acquaint them with the details of any plans that may be under consideration having in view a satisfactory adjustment of their grievance which naturally means also the divulging to a large number of persons our plan of campaign against the enemy.

In the hope of convincing the Chicago brothers that it is to our advantage to move slowly in such matters, and particularly at this time, I submit the following:

There are indications that the recent change of general managership of the Postal has brought the two companies closer together, at least so far as their opposition to the union is concerned. They are expecting, and evidently prepared, to fight us the next time a walk-out occurs.

I have endeavored twice to see Mr. Nally. On each occasion I was told that Mr. Nally "could not see me to-day." Mr. Mackay is out of the city.

When it is considered that I have grievances from five or six different cities to take up with the Postal, would it not seem to be the proper thing to do to make an effort to adjust them through the president of the company, Mr. Mackay, before threatening to strike, and, does it not also seem reasonable to expect Chicago members to exercise the same patience that members in other cities are doing and give the general officers of our organization an opportunity to prepare for the inevitable if it should come?

We should not lose sight of the fact that we have all been working very hard during the past few months taking in new members, and what is more important, in my opinion, we should not underestimate the effect, good or bad, that action such as described in the 200-word message quoted, would have on our new members and those who contemplate joining in the immediate future.

I am in entire accord with the brothers who believe the Postal Co. should be made to understand that the union will insist on just treatment of its members and a strict observance of the rules agreed to, but I feel it my duty to the membership that extreme caution be exercised lest we compromise ourselves in a way that will result in our losing much of the ground gained.

It is my intention to bring to the attention of Mr. Mackay the Chicago grievances, as well as those of other cities. In this connection I desire to assure the Chicago Postal committee that when the matter does come up with the Postal officials it will be settled in a manner satisfactory to all concerned and there will be no question thereafter as to whether or not the committee has the right to act for the telegraphers employed by that company in Chicago. The above is an important statement, and I hope its importance will be appreciated. In fact I consider it so important that before carrying negotiations to a point that might, to use a diplomatic phrase, mean the breaking off of friendly relations, etc., I would recommend that the general executive board meet and consider the whole question.

In confidence, I will say to the members of the executive board of Local No. 1, that certain things have transpired within the past few months that have so important a bearing on our future, among them being the action of the Postal Co. in repudiating its agreement with our members in Chicago, that I feel that our general executive board should meet and canvas the situation and advise with the president as to our future policy in dealing with the Postal and Western Union, and I shall so recommend at the proper time, and I feel sure the members of the board will act favorably on the recommendation.

In the meantime I shall, so soon as Mr. Mackay returns to the city, make further effort to bring about a satisfactory adjustment of the Chicago grievances, at the same time expressing the hope that the members of the Postal committee in Chicago will be encouraged to take a broader view of the question under discussion and discourage any move or agitation that might lead to hasty action and the forcing of the issue at a time when we are unprepared.

Fraternally, yours,

S. J. SMALL, *President.*

Diet.-SJS.

EYE

KONENKAMP EXHIBIT NO. 8.

SPECIAL MEETING C. T. U. OF A., CHICAGO LOCAL NO. 1,
Washington Hall, Sunday, June 16, 1907.

2.15 p. m. President Paulson called meeting to order. The hall was filled to overflowing, and many unable to obtain admission. President Paulson appointed Brothers G. E. Cates and J. M. Powers as doorkeepers; he also appointed as sergeants at arms Brothers V. W. Johnson, Broadwulf, Bowen, and Jos. Ginsburg to examine those present and to report those not holding cards up to date entitling them to remain.

After report was made to President Paulson that all present were entitled to remain, Brother Abrams made motion, which was duly seconded and carried, permitting members of the Order of Railway Telegraphers who were in the anteroom, upon presentation of their O. R. T. cards, to remain during the meeting without voice or vote.

Brother Goodrich then offered the following resolution, and moved its adoption, which was unanimously carried:

9510 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS...

"*Resolved*, That the president appoint a press committee to consist of at least three members. Any news for publication will be available at the discretion of this committee immediately upon adjournment of the meeting; committee to be found at 305 Omaha Building."

President Paulson then appointed the following to act as press committee: E. M. Moore, Frank Likes, G. Dal Jones.

Brother Moore, chairman of the local executive board, made motion which was duly seconded and carried, calling for a reconsideration of the action taken by this local at its last meeting, changing the dues from \$1 to \$1.75—that is, that the 75 cents be not remitted.

Brother Moore then offered the following resolution, which was duly seconded and carried: "That the women present go into a committee to consider the question of increasing women's quarterly dues; that the president remain in the chair, and that the ladies report to the local through its chairman, the result of its findings after discussing the question of remission of a portion of dues from lady members, and that the local reconvene immediately upon the ladies' readiness to report."

At 2.40 p. m. the local went into temporary recess.

At 3 p. m. the local reconvened. Sister Mrs. Stickel reported that as chairman of the committee of ladies present, she wished to state that they recommended that the dues remain as they had been previous to last meeting; that is, that they receive the 75 cents remission per quarter, or a net of \$4 per annum. She made motion, which was seconded and carried, that the report of the ladies' committee be concurred in.

Brother Chas. F. Shea then offered the following resolution, and moved its adoption, which was unanimously carried:

"Whereas flagrant discrimination against the Commercial Telegraphers' Union now being practiced by the Western Union Telegraph Co. is inimical to the well being of the entire telegraph fraternity; and

"Whereas the subtle methods adopted by the Western Union Telegraph Co. to evade and eventually to entirely discontinue the payment of the recent publicly announced 10 per cent increase in the wages of telegraphers is a further menace to the well-being of the entire telegraph fraternity; Therefore be it

"*Resolved*, That the Commercial Telegraphers' Union of America, Chicago Local No. 1, in meeting assembled declare it to be the sense of this body that the far-reaching possibilities of a continuation of this policy on the part of the Western Union Telegraph Co. will result in great detriment to the public good. And be it further

"*Resolved*, That the stubborn opposition of the Western Union Telegraph Co., as represented by its president, Robert C. Clowry, to a reasonable recognition of the grievances of its employees, as represented by the Commercial Telegraphers' Union of America, through its president, Mr. S. J. Small, threatens the public welfare and invites an otherwise unnecessary and calamitous interference with the business interests of our country. And be it further

"*Resolved*, That the said Robert C. Clowry in seeking, by various means, to deceive the public into a belief that no differences exist between the Western Union Telegraph Co. and its employees is so palpable a misrepresentation of facts as to call for an emphatic denial by this body. And be it further

"*Resolved*, That the public press of America is hereby requested to give publicity to these resolutions in the hope that public sentiment may be aroused to the danger that now menaces the business interests of the country."

President Paulson then read the following telegram:

C. T. U. A. HEADQUARTERS,

New York, N. Y., June 16, 1907.

7 a. m. To ALL LOCALS, C. T. U. A.:

Situation unchanged. No truth in inspired story that settlement of grievances has been postponed. Board in session. Important information will reach you in few days. Take no action until authorized.

S. J. SMALL, President.

6.05 a. m.

Applause followed the reading of the message.

Brother Long, editor of the Journal, then read a telegram from President Small, after which there was tremendous and prolonged applause.

At this juncture the secretary read a number of telegrams from various locals pledging their support in every way. One from Salt Lake read:

"Salt Lake sends greeting; there wont' be anything left in this office but switchboard and one chief."

Brother Shea then read a telegram he had received from President Small, saying to "Be of good cheer; a few more weeks will put us on Easy Street. Dated June 5."

Brother Shea then made a short speech of a few well-chosen words and received a good hand.

Brother Moore then offered the following resolution, which was seconded and chairman of the press committee wanted an expression of opinion from the members present:

"Whereas Mr. Fred H. Tubbs, division superintendent of the Western Union Telegraph Co., in Chicago, has expressed publicly the belief that 'strike talk' is all a 'bluff'; and

"Whereas Mr. Welcome I. Capen, general superintendent of the Postal Telegraph Co., has publicly expressed a belief that any trouble at the Postal 'comes from outside agitation'; and

"Whereas these statements are absolutely false: Therefore be it

Resolved, That this local go on record as ready to make good the bluff at the Western Union at any time and stands ready to produce 95 per cent of the employees of the Postal Telegraph Co., or of both companies, who will state that they are not making the trouble, nor is it through any 'outside agitation,' but because of the acts of bad faith on the part of both telegraph companies, the grievances of the employees of both companies were being presented in the regular and in a businesslike manner."

Brother Moore then offered the following resolution, which was seconded and carried:

"Whereas the Postal Telegraph Cable Co. made a working agreement with its employees in Chicago, and despite patient protests has persistently and flagrantly violated the same: Therefore be it

Resolved, That this local faith upon the part of President Mackay and General Manager Nally calls for the most drastic demonstration of force in the power of this union."

"Drastic" resolutions being in order, Brother Shea offered the following and moved its adoption, which was seconded and carried unanimously:

Resolved, That it is the sense of this local that the arbitrary refusal of Western Union Telegraph Co., as represented by its president, Robert C. Clowry, to meet an employees' committee for the discussion and adjustment of grievances calls for drastic action: Therefore be it further

Resolved, That we, Chicago Local, No. 1, through our national president, Mr. Samuel J. Small, serve a 10 days' notice upon the Western Union Co. that it must meet said employees' committee as represented by the Commercial Telegraphers' Union, or assume the responsibility for the public calamity that may follow action thereby made incumbent upon this union."

Then followed a number of speeches. Brother Crittenden said he hoped the members of the C. T. U. of A. would not act hastily; that if they acted wisely he felt sure success would reward their efforts.

Brother G. Dal Jones made a few remarks and recited some of the special incidents of note during the life of the C. T. U. of A. He told of how the O. R. T. brothers could materially assist in many ways, and while they may not do so officially, they could be relied upon as individuals.

Brother Long addressed the meeting at some length regarding the condition of our treasury; the finances of the O. R. T., which had been alluded to previously by Brother Jones.

Brother Shea was called for and responded, but stated that to do so again would be his "third offense," for which he begged pardon, and gave some good advice.

Brother Moore then quoted some facts and figures from a Government report showing the beggarly average salary of both male and female telegraphers.

Brother Frank Likes made perhaps the most touching appeal to the members regarding their future and referred pathetically to the poorly paid employees, of their struggles and of their vicissitudes. Tremendous applause followed the close of his remarks.

At this moment calls were heard for "McDermott." Congressman mott was on the platform and walked to the front to address the meeting. Brother Moore raised the question of personal privilege and stated that as Mr. McDermott held no card for this quarter in the C. T. U. of A., he wished to protest against McDermott's speaking until he had taken out a card for this quarter.

Some confusion followed, and a motion was made to adjourn the meeting, which carried. Calls from the platform for the meeting to reconvene immediately resulted in no one leaving the hall, and the meeting was at once called to order by President Paulson. Mr. McDermott made an apology to the local, Brother Moore, and especially to the ladies present, for his remarks, and addressed the members for about five minutes.

At 5.10 the meeting adjourned.

BROOKS EXHIBIT.

JUNE 20, 1907.

Hon. C. P. NEILL,

Commissioner of Labor, Washington, D. C.

DEAR SIR: Referring to the conferences held between yourself and me and other officers of the Western Union Telegraph Co., and having in view the possible grave inconvenience to the public following any general interruption to our business, I am glad to make clear to you the position occupied by the Western Union Telegraph Co. in regard to this whole matter.

As to the statement made by persons in no way connected with this company that the 10 per cent increase granted by the telegraph company on March 1 last has not been applied to all salaried telegraphers, I desire to say that the telegraph company announced this increase in good faith and is carrying it out in good faith, and that if any case can be found in which the increase was not granted it will be corrected at once.

The statement also being made that the telegraph company is endeavoring to neutralize the 10 per cent advance by the application of a so-called sliding scale is without foundation. There is no such practice in effect, nor is there any intention of putting it into effect by the management of this company.

The standard salaries for regular positions, as established by the increase of March 1, will be maintained, and the company will pay to any man appointed or promoted to any position the salary attached to that position after that increase, and will pay to extra men the salaries in effect for their work as of March 1, inclusive of the 10 per cent increase.

This company has not discriminated against, nor will it discriminate against, any employee of the company because of affiliation or nonaffiliation with any organization, and if it can be shown to me that any subordinate has dismissed or discriminated against any telegrapher because of affiliation with any organization, such telegrapher shall be restored to his position without prejudice.

As evidence of the absolute good faith of the Western Union Telegraph Co. in its relations with its employees, I beg to say that if any telegrapher feels that he has any grievance under any of the foregoing conditions, and if he can not secure a satisfactory adjustment of his complaint with the officers of the company, we will submit the matter to the arbitration of three parties—one to be selected by the telegrapher, one by the telegraph company, and the third to be selected by the two so chosen, and in the event that the two can not agree upon a third arbitrator within one week, we will be very glad to have such third arbitrator chosen by the chairman of the Interstate Commerce Commission and the Commissioner of Labor acting jointly.

As a further evidence of our entire willingness to deal fairly and preserve amicable relations directly with our own employees, any telegrapher who at any time has a grievance can take it up with his superior, either in person, or, if he wishes, through any committee he may select from the other employees of this company in the same district.

I have outlined above in brief the position the Western Union Telegraph Co. holds in regard to the matters we have discussed, and you are at liberty to make any use of this letter that you see fit.

Yours, very truly,

R. C. CLOWRY, *President.*

JUNE 26, 1907.

Hon. CHAS. P. NEILL,
Commissioner of Labor, Washington, D. C.

DEAR SIR: I assume it has not escaped your observation that the Commercial Telegraphers' Union has grossly violated the understanding which you had with them on the 20th instant in respect of matters alleged against the telegraph companies. That understanding, so far as the Western Union Telegraph Co. is concerned, was that if the company would agree to the arbitration of grievances growing out of failure to receive the recently granted 10 per cent increase or supposed discrimination on account of affiliation with the union, and would permit aggrieved employees to be represented by a committee of fellow workers from the same district, the strikes then in contemplation would be abandoned and the matters referred to would be adjudged as settled; and with the understanding that you held a written proposition, signed by the acting president of the organization to this effect, I freely gave the desired assurance. It is a matter of public record that these assurances were accepted by the acting president and the executive committee of the union as a wholly satisfactory solution of all matters in dispute, but nevertheless within 24 hours a strike was called at San Francisco and Oakland according to the original program.

I recite these facts because I deem it of importance that what transpired at our conference should be correctly and fully understood and also because I understand an effort is being made to hide this gross breach of faith on the part of the Commercial Telegraphers' Union behind the statement that the San Francisco strike is a local affair, independent of the union, and not to be considered in connection with the agreement with you.

The strike at San Francisco and Oakland was called by the president of the union after he had been notified of the settlement effected by you and of the acceptance of the same by the acting president and the executive committee of the organization, in absolute disregard of the same, and pursuant to a settled program, as set forth in the following authentic bulletin issued by him:

"SAN FRANCISCO, June 21, 1907.

"Disregard all newspaper reports sent out yesterday; they are without foundation. Strike will start at San Francisco to-day, followed by Chicago, New York, Pittsburgh, Cleveland, and Cincinnati.

"S. J. SMALL, President C. T. U."

Yours, truly,

R. C. CLOWRY,
President and General Manager.

JULY 25, 1907.

Hon. CHAS. P. NEILL,
Washington, D. C.

MY DEAR MR. NEILL: I desire to express to you my sincere thanks for the valuable services you have rendered this company in the late labor situation, and I hope that the whole trouble is settled for some time to come.

Your action in New York, Chicago, and San Francisco in reference to these matters has been spoken of in the highest praise by the officers of this company.

When you visit New York I hope that you will give me a call, and I can assure you that I shall be very glad to see you.

Hoping that you are quite well and with best wishes, I am,

Yours, truly,

R. C. CLOWRY.

DEPARTMENT OF COMMERCE AND LABOR.

BUREAU OF LABOR.

Washington, July 29, 1907.

MY DEAR MR. CLOWRY: I appreciate very much your kind letter of July 25, and join with you in hoping that the recent troubles will remain settled for some time to come.

With best wishes, I am,

Very truly, yours,

CHAS. P. NEILL, *Commissioner.*

LYNCH EXHIBIT NO. 1.

POSTAL TELEGRAPH-CABLE CO.,
OFFICE OF THE SUPERINTENDENT,
FIRST DISTRICT, WESTERN DIVISION,
Chicago, Ill., April 21, 1911.

MR. CHAS. SCHELL,
Chief Operator, Western Union Telegraph Co., Chicago, Ill.

DEAR SIR: The bearer, Mr. Lynch, seems to be of the opinion that you would employ him if he secured proper clearance from this company. This seems to us rather unusual, but with reference to his dismissal from our service, I will say that at the time of such dismissal he was discharged for certain acts which were deemed detrimental to the best interests of this company, and to retain him in our employ would be unwise.

I have since investigated his case and am satisfied that the information which led to his dismissal was, in part at least, erroneous, and that there may be no injustice done him have advised him that there would be no further objection to his employment here when men are needed.

Very respectfully,

H. G. MCGILL, Superintendent.

POSTAL TELEGRAPH-CABLE CO.,
OFFICE OF THE SUPERINTENDENT,
FIRST DISTRICT, WESTERN DIVISION,
Chicago, Ill., May 1, 1911.

HON. MARTIN B. MADDEN,
Congressman, House of Representatives, Washington, D. C.

DEAR SIR: Acknowledging receipt of your favor of the 27th ult. with reference to Mr. Henry Lynch, will say that Mr. Lynch has been advised that as soon as we are in need of any operators he will be given employment. I have also taken the trouble to write to the Western Union Co. to this effect. This for the reason that Mr. Lynch seemed to think he could secure employment there, provided he obtained a clearance from this company, although his last employer was the Illinois Central Railroad Co.

Very respectfully,

H. G. MCGILL, Superintendent.

[The Commercial Telegraphers' Union of America, affiliated with the American Federation of Labor; Wesley Russell, general secretary-treasurer. Rooms 922-930 Monon Building, Chicago, Ill.]

CHICAGO, September 27, 1910.

To whom it may concern:

The bearer, Brother Henry Lynch, member of the Commercial Telegraphers' Union of America in good standing, was recently discharged for attending a meeting called in Chicago in the interest of men employed by the Postal Telegraph Co. He is seeking employment. Any assistance rendered him in the way of securing a position, or any courtesies extended, will be appreciated by us.

Yours, fraternally,

[SEAL.]

CHICAGO LOCAL NO 1,
COMMERCIAL TELEGRAPHERS' UNION OF AMERICA,
WESLEY RUSSELL,
Secretary.

[Illinois Central Railroad Company: The Yazoo & Mississippi Valley Railroad Co.; Indianapolis Southern Railroad Company. Chicago, Ill. General Office Division. Certificate No. 416.]

OFFICE OF SUPERINTENDENT TELEGRAPH,
Chicago, March 16, 1913.

This is certify that Harry C. Lynch has been employed in the capacity of telegrapher at Chicago, Ill., general office, on the ——— division of the Illinois Central R. R. from October 1, 1910, to March 10, 1911. Services dispensed with on account of reduction in force.

Age, 39; color, light; height, 5 feet 11 inches; weight, 170; eyes, blue; hair light.

J. J. HOWARD, *Chief Operator, Telegraph.*

Approved:

F. T. WILBUR, *Superintendent.*

(This form of certificate may be issued by train masters, road masters, and master mechanics, but must not be delivered until approved by the superintendent of division.)

[The Wabash Railroad Co.; L. J. Ferritor, superintendent middle division.]

DECATUR, ILL., September 5, 1908.

To whom concerned:

H. Lynch was employed by this company as operator January 10, 1908, to June 22, 1908. Resigned. Services satisfactory.

L. J. FERRITOR, *Superintendent.*

LYNCH EXHIBIT NO. 2.

WINNIPEG, MAN., Mar. 25, 1915.

MR. S. J. KONENKAMP,

*Internat'l President Commercial Telegraphers' Union,
Chicago, Ill.*

DEAR SIR AND BROTHER: The following is a brief summary of my experience with the Western Union and Postal Telegraph-Cable Cos. in the United States and explains how I was made a victim of their cooperative system of blacklisting.

On or about September 12, 1905, I went to work for the Western Union Telegraph Co. in the city of Chicago and worked continuously without blemish on my record as a telegrapher until on or about June 16, 1907, when I left Chicago on a hurry-up call, securing two weeks' leave of absence and went to Hot Springs, Ark., to look after my brother, who became a victim of tuberculosis. His case was so serious that I sent my resignation to the Western Union on or about July 1, 1907.

I went to Colorado Springs, Colo., with my brother and remained there until the following month of November.

I returned to Chicago on November 9, 1907, and made application by letter for reinstatement with the Western Union.

Mr. A. B. Cowan, the chief operator at this time, replied to the effect that they were not hiring any operators, nor would they for some time.

I afterwards went to work for the Wabash Railway, as per clearance attached, and later went to Canada with the Great North Western Telegraph Co. at Toronto. My wife being dissatisfied in Canada, as all of her relatives live in Chicago, I returned to the city some time in August, 1908, and I applied to the Postal Telegraph Co. with a letter from a gentleman in the telegraph business to whom the Postal Telegraph Co. is under obligations to secure business, and after some parley I was put to work in the Postal office on or about September 10, 1908.

I continued in the service, with nothing against my record until on or about September 10, 1910, when, with 8 or 10 other telegraphers in the Postal office, I was discharged without a moment's notice for attending a union meeting of telegraphers held at 178 Washington Street the Sunday previous.

I went to work in the general office of the Illinois Central Railway Co. on October 1, 1910; remained there until March 10, 1911, when I was let out on account of a reduction in the force, as per clearance attached.

I immediately applied to the Western Union in Chicago for a position, and it was the ensuing experiences I had with this company and the Postal in seeking employment that developed the fact that I was made a victim of their cooperative system of blacklisting.

Chief Operator Schell, of the Western Union, informed me that my record with that company was O. K.; that he needed operators, but before putting me to work would require a written clearance from the Postal Telegraph Co.

I then applied to Chief Operator Powers, of the Postal, asking to be reinstated with his company. He admitted that my record with the Postal was

O. K., but that he did not need any operators. I asked him for the clearance required by Mr. Schell, of the Western Union, but he was evasive and declined to issue it, saying "It was not their custom."

I then applied to Supt. McGill, of the Postal, now dead, asking him for reinstatement with his company or a clearance that I might go to work for the Western Union, but he was also evasive and would not issue the letter, telling me that in former years they had too much trouble with the telegraphers' union, and that "they (the telegraphers) didn't seem to know how to run a union 'right.'"

I then sought the intercession of Congressman M. B. Madden, who gave me a letter addressed to Mr. McGill, with whom he had personal acquaintance, asking as a personal favor that I be reinstated. As a consequence Mr. McGill issued me the letter to Mr. Schell, of the Western Union. (Copy herewith attached.) I presented the letter to Mr. Schell, but he kept stalling me off, and finally told me that I could not work for the Western Union in Chicago, but to go down to Philadelphia or Pittsburgh, as they needed men in both places. I thought this a program for further persecution and did not consider it.

After this I corresponded with Congressman Madden, who was in Washington, telling him of my failure to secure reinstatement with either company, and he again wrote Mr. McGill, of the Postal. Mr. Madden's second letter brought forth the attached reply, which he mailed to me.

I was always firmly of the opinion that Mr. McGill wrote the letter to Schell for a twofold purpose—first, to placate Mr. Madden, and, second, to serve as a shield and cover the cooperative system of blacklisting which existed between the Postal and Western Union. The fact that Schell did not put me to work bore out the contention.

From March 10, 1911, until May 10, 1911, I was juggled between the officials of these two companies. Both companies were hiring men during this period, and both of them put on men from the Illinois Central general office who never did commercial work.

I then gave up in despair the chance of ever securing or holding permanent employment with either of these two companies, borrowed sufficient money, and left the States for Winnipeg, Canada, and entered the service of the Canadian Pacific Telegraphs in Winnipeg on March 13, 1911, and have been continuously in their employ since that date.

Fraternally, yours,

HENRY LYNCH.

BRANDON, MANITOBA, March 17, 1915.

Mr. S. J. KONENKAMP,
International President C. T. U. A., Chicago.

DEAR SIR AND BROTHER: I am indeed glad to hear the Industrial Relations Commission will soon sit in Chicago, and am very glad to state my case, which I hope will, in a small way, at least, be instrumental in opening the eyes of the Government as to the real state of affairs.

I was employed by the Postal Telegraph Cable Co. in Chicago in the capacity of operator on or about February 26, 1912, and left their service on May 13, 1914. During this time I worked to some extent practically every wire in their office, and was considered a strictly first-class man. I always did my work in the proper manner and never in my entire two years of service did anything on the wire which created friction between myself and operators at the other end. In fact, I had one of the best records in that office for being able to work successfully with operators who were inclined to be flighty or scrappy. These qualities, and the fact that my salary was increased twice while in their service, would make it seem that my services were satisfactory.

At the time I was discharged I was, and had been for the past several months, working the Chicago-Boston bonus wire. On the morning of May 13, 1914, I reported for duty at my regular hour (9 a. m.) and worked till about 11 a. m., when I was suddenly relieved and told to report to the chief operator. I did as requested and was told by him to turn in my keys. I then inquired as to the cause of my discharge and was told by the chief operator that I was not needed any longer.

A few days later I applied at the Western Union in that city for work and was refused. Later I made application by wire or mail to several other Western Union and Postal offices, including two of which I had previously been employed in. One of these applications was ignored entirely and the others answered that they had nothing to offer me.

After being out of employment for several months I decided to come to Canada, where, as I understood it, a man could carry a union card and voice his sentiments without being discriminated against in consequence. I have been in Canada several months, and up to the present time have exercised the rights of a white man without any reactionary effects.

I firmly believe that I was discharged for no reasons other than that of my membership and activity in the union, and the peremptory discharge of some eight or ten brother members of the union during the same week, on pretexts as flimsy as in my case, should bear out my belief.

Yours, truly,

JESSE S. LEWIS.

WINNIPEG, MAN., March 20, 1915.

Mr. S. J. KONENKAMP,
International President C. T. U. of A., Chicago, Ill.

DEAR SIR AND BROTHER: Upon hearing of the appearance of our International officers before the Industrial Relations Commission I beg to state a few incidents in how the Western Union black list affected myself.

Early in the summer of 1903 I was discharged at Pittsburgh for union affiliations, which was confirmed by trustworthy people. Moved to New York City and secured employment at the cable office there, but only worked 45 minutes, owing to the Pittsburgh discharge. Later secured work with the Postal Telegraph Co., who at that time did not concern themselves about their employees joining the organization of their craft.

In the spring of 1904 secured employment at Indianapolis with the Western Union, but was deprived of a livelihood; no reasons given, but it was the black list at work once more. Mother and self had rented an apartment and the dismissal without cause placed us in a somewhat trying embarrassment.

In 1906 wife and self went to Atlanta from New Orleans and I applied for work. The traffic chief at this point excused himself and went down to the division superintendent's office; returning, frankly informed me I was on the black list. Later met that gentleman in Oakland, Cal., in 1907 and he again confirmed the Atlanta black list, adding the Western Union kept these lists on file at all district divisional points. You are at liberty to use these facts. Took out my citizenship papers in Redwood City, Cal., in 1908, but returned to Canada until such a time that I can join any organization I so wish and not be deprived of my personal liberty in the United States.

Fraternally, yours,

E. M. WOOD.

WINNIPEG, MAN., March 25, 1915.

Mr. S. J. KONENKAMP,
President C. T. U. A., Chicago, Ill.

DEAR SIR AND BROTHER: I went to work as messenger boy for the Western Union Telegraph Co. in the year 1901, at Menominee, Wis., where I worked until 1903; then I was sent to Bemidji, as manager and operator, where I worked until 1904, and was transferred to Fargo, N. Dak., and worked there as operator until the call of the telegraphers' strike in 1907, and struck with the operators.

I left commercial work and went with the Canadian Pacific Railway in the railroad service until 1910, when I resigned and again entered the service of the Western Union Telegraph Co. at Seattle, Wash., in August, 1910. Was transferred to Victoria in November, 1910. Resigned there in May, 1911, and properly released with first-class recommendation from manager stating that my services were satisfactory in every respect. I afterwards arranged with Chief Operator Davis, Fargo, N. Dak., to go to work in Fargo June 15, 1911.

When I reached Minneapolis, June 14, to get transportation to Fargo was informed by Traffic Superintendent Keene, Minneapolis, that there was something wrong with my record on the coast, and that they would not be able to put me to work. I immediately wrote Mr. Hood, traffic superintendent, Seattle, asking him what was the trouble, as I could not understand why there should be anything wrong with my record as I was properly released and had a clear recommendation and release from Mr. McKenzie, manager at Victoria. I waited in Minneapolis one week for a reply, but never received one to this date.

I had an O. R. T. card and so decided to come to Canada to get a square deal.

Fraternally, yours,

H. PETERSON.

WINNIPEG, MAN., March 23, 1915.

S. J. KONENKAMP, *Chicago, Ill.*

DEAR SIR: Regarding my experiences with Western Union Telegraph Co.:

I entered their employ at St. Paul, Minn., in the year 1899, as a messenger boy, and continued in the service for three years; then went into operating room as a check boy, and after working in this capacity for one year I was placed on the rolls as a telegraph operator, at which I worked for about two years.

I quit the service of the Western Union and went to work for the Great Northern Railway, where I was employed until about July 1907, at which time I re-entered the service of the Western Union at St. Paul, Minn., as a telegrapher, and relinquished connection with this company on the call of the 1907 telegraphers' strike. I applied again in December, 1907, for reemployment with the Western Union at St. Paul, but my application was refused. I applied very frequently for the period of the following six months, and, although the Western Union were hiring men, they refused to reinstate me. Finally Superintendent Bradley at Minneapolis, upon assurance that I would not again become affiliated with the union, reinstated me, sending me to Moorhead and Miles City, Mont., as manager of the office.

I returned to St. Paul in the fall of 1909, and worked as operator in the St. Paul office continuously until on or about January 15, 1912, when, with 8 other fellow telegraphers, I was discharged without a moment's notice; reason given, "unsatisfactory service." I then approached Traffic Superintendent Keane, at Minneapolis, asking him to explain the "unsatisfactory service" charge, as I was never disciplined for this charge while in the employ of the Western Union. When I asked Mr. Keane why I was discharged, he said: "You ought to know, just rack your memory," alluding to my union affiliations.

From January 15, 1912, until March 10, I endeavored to secure reinstatement with the Western Union at St. Paul and Minneapolis, but was unable to do so. From the experiences of others knew it was useless to try and secure employment elsewhere in the States, and immediately left St. Paul for Winnipeg, Canada, and entered the service of the Canadian Pacific Telegraph Co. on March 12, 1912, and have been continuously, and am now, in the employ of this company.

Fraternally, yours,

N. A. GILBERSTADT.

WINNIPEG, MAN., CANADA, March 24, 1915.

INDUSTRIAL RELATIONS COMMISSION:

The writer wishes to place before your body the following facts:

1. That he was discharged from the Western Union and Postal Telegraph-Cable Cos. for making use of one of his political and constitutional rights (?), i. e., the right of assembly—"attending a meeting."

2. That owing to his union affiliations and activity he was blacklisted in the United States, and in order to obtain his food, clothing, and shelter was compelled to leave the land of his birth.

In the spring of 1902 an organization meeting of commercial telegraphers was held in Philadelphia by L. W. Quick, which the writer attended and applied for membership in the union. He was then in the employ of the Western Union Telegraph Co., who dismissed him, with several others who had attended the same meeting, the next day.

In August, 1907, the writer was employed by the same company, in Pittsburgh, and when the strike was declared struck. When the strike was declared off in November following he was reemployed by the Western Union, but four months later was laid off, "Account business depression." Was given a clearance card covering this period.

A month or so later was employed by the Postal Telegraph-Cable Co., in Philadelphia, quitting them about April, 1909, in good standing; went to New York, applied to Western Union, who were taking on new men; met two operators, Stoddart from Philadelphia and Scott from Pittsburgh, who, when the writer informed them he had a clearance card from Pittsburgh, said: "Oh, you are sure to be given a job." But there was no job for him.

A few months later he returned to Pittsburgh and was reemployed by the Western Union at \$70 per month, an \$18 reduction in salary from what he re-

ceived previous to the strike, and was placed on and compelled to work a very undesirable trick—a split trick. Was planning to resign and go to Chicago, when he was dismissed for “bawling out” a chief in New York.

Around March or April, 1910, arrived in Chicago; was employed by the Postal Telegraph-Cable Co. About the middle of the following September an organization meeting of the Commercial Telegraphers' Union was called, which the writer attended. Early the next week he with several others who had attended the meeting were dismissed. He approached T. N. Powers, the chief operator, to find out why he was thrown out of a job. The following conversation ensued:

Fix: “Why am I discharged?”

Powers: “For attending the meeting.”

Fix: “Has not my work been satisfactory?”

Powers: “Yes.”

Fix: “Don't you think things are getting worse here than they are in Russia? A person should be allowed to go where he pleases on his own time.”

Powers: “We think different.”

The writer, on instructions from the general officers of the union, interviewed the superintendent in an effort to be reinstated, without success.

He applied to Mr. Schell, of the Western Union, for a job; was told to call around again; did so for about a week; was treated civilly. About the sixth time he reported Mr. Schell asked where he had been employed before; replied, “Postal, city.” Mr. Schell said, “All right, come in to-morrow; will let you know if there is anything for you.” Next day, upon reporting, his attitude had completely changed. He snapped out, “Nothing for you.”

Went to St. Louis in search of a master, but could not find one. Returned to Chicago, and through the union heard that the Canadian Pacific were employing operators; applied for a job, and on April 19, 1911, went to work for this company in Winnipeg. Have been working for them since.

What remedy is there for these conditions?

The writer knows that the owners of the means of production—the industrial masters, the ruling class—are not interested in the opinion of a slave as to the remedy; still, he would not be doing his duty to his class if he did not utilize this opportunity of stating what he considers the only remedy, i. e., the workers taking over the means of production, operating them in the interest of society; the establishment of the industrial republic; the industrial enfranchisement of the workers, when they would have full say as to the conditions under which they toiled and receive the full social value of their labor.

To accomplish this they must organize as a class on both the political and industrial fields.

Yours, in revolt,

FRED FIX,

38½ Hargrave Street, Winnipeg, Manitoba.

CALGARY, ALTA., April 8, 1915.

S. J. KONENKAMP, Esq.,

International President C. T. U. A., Chicago, Ill.

DEAR SIR: We the undersigned American telegraphers, employed in Canada, swear that if working conditions prevalent in this country were the same in the United States, and further if the black list in vogue with the Western Union Telegraph Co. in the United States, and their extraordinary antipathy toward union men was not in existence, we would be working in our native country—the land of our fathers—to-day. But until such time as conditions are remedied, we must necessarily remain exiled from our native land and home ties.

Respectfully submitted to the Industrial Relations Commission.

F. T. VALLEREAU.

M. S. REILEY.

S. T. SMITH.

J. H. BURCH.

H. C. SHANE.

C. G. FREY.

CHAS. G. DEARING.

J. H. WADDELL.

J. H. AUSTIN.

A. W. BALTZER.

F. J. BURNS.

R. R. HOUSTON.

WINNIPEG, MAN., March 15, 1915.

INDUSTRIAL RELATIONS COMMISSION,
Chicago, Ill.

We, the undersigned commercial telegraphers and American citizens, formerly employees of the Western Union Telegraph and the Postal Telegraph and Cable Cos., of the United States, understanding that your body was created by an act of the United States Congress to "inquire into the general conditions of labor in the principal industries of the United States, * * * and especially those which are carried on in corporate forms, into existing relations between employers and employees," desire to place before your body the following facts:

First: The social means of communication, the telegraph of the United States, alone and distinct from any other form of industry or enterprise, is practically owned and controlled by only two corporations, namely, the Western Union Telegraph Co. and the Postal Telegraph and Cable Co.

Second: That because of the character of this monopolistic ownership and control, these two corporations have established and are perpetuating a closely knitted and very efficient system of espionage and black list in dealing with their employees, denying to them the constitutional and political rights of assembly and free speech.

Third: The signers of this memorial to the Industrial Relations Commission, whose individual statements addressed to the international president of the Commercial Telegraphers Union of America are herewith attached, will show that, because of the aforementioned system of black list established and perpetuated by these two corporations, in order to seek the privilege of working at our trade, to which we have contributed years of energy in qualifying therefor, that we secure the creature comforts of life, we have been driven from place to place within the confines of the United States, and finally forced into exile out of the land of our birth, greatly to the discomfort of our families and ourselves.

FRED FIX, Can. Pac. Telegraphs, Winnipeg, Canada.

HENRY LYNCH, Can. Pac. Telegraphs, Winnipeg, Can.

N. A. GILBERSTADT, Can. Pac. Telegraphs, Winnipeg, Can.

JESSE S. LEWIS, G. N. W. Telegraphs, Brandon, Man.

E. M. WOOD, G. N. W. Telegraphs, Winnipeg, Man.

HELMER PETERSON, Canadian Pacific Telegraphs, Winnipeg, Canada.

VANCOUVER, B. C., August 8, 1913.

MR. S. J. KONENKAMP,

President Commercial Telegraphers Union of America, Chicago, Ill.

DEAR SIR AND BROTHER: Should you appear before the Industrial Affairs Commission, recently appointed by President Wilson, for the purpose of indicating to this commission how members of your organization have been discriminated against by the Western Union Telegraph Co., kindly present my case for their consideration.

About April or May of 1911 I was employed by the United Press at Omaha, Nebr., and wired Superintendent Hood of the Western Union at Seattle for a job. He replied that he could use me if I would show up in Seattle, but that the company would not furnish transportation and could not give me a rating until my work had demonstrated what I was worth.

On this information I left for Seattle, but when I got out there Mr. Hood had evidently learned of my union activities, probably through hearing that I was from the United Press service, which was a union shop, and refused to employ me, urging that he had a full staff. I waited around Seattle for about a month, and although he was putting on other men right along he always had the same excuse for me: "A full staff just now; can't use you at present." Finally I had to come to Canada to get a job.

Fraternally, yours,

ALLAN E. McNAUGHTON.

VANCOUVER, B. C., March 25, 1915.

MR. S. J. KONENKAMP,

International President, Chicago, Ill.

DEAR KONEY: Have been trying to dig up evidence around here for the commission, but there are very few exiles here. Am inclosing one letter from an

exile, and am trying to get Moriarity, of Victoria, to send you something; I think he has some evidence he could give. Forfeath, Nelson, B. C., promises to send you his experience direct; Withers wrote you direct, and I am giving you a statement from J. W. McKinnon, formerly of Helena. The Western Union black list has struck such terror into his heart that he is afraid to take a chance on writing it up himself. This is all I can locate out here.

McKinnon left Helena June 18, 1912, leaving with a clear record; resigned, giving two weeks' notice. He tried to get work in Seattle with the Western Union, and they kept him hanging around there for 10 days, stalling him with half promises, leading him to believe that he might be taken on; they were short of men at the time. He told them he did not belong to the union, but it seems they thought he did or at least was in sympathy with unions. Previous to going to Seattle he was questioned by Superintendent Labadie, of Salt Lake, on the union question. Labadie told him the Western Union would not allow any man belonging to any union to work for them. Although McKinnon did not carry a card at that time, it seems he was suspected, and Labadie and General Superintendent Brooks, of Salt Lake, even went so far as to question McKinnon's wife as to whether he was a member or not and how he felt toward unions. He was unable to secure employment in United States and for that reason alone is in Canada, although he would prefer living in his own country. He has been here nearly three years employed by the C. P. R. He has been found steady and strictly reliable in every way.

The G. N. W. situation is causing a little anxiety over here, but it is being well handled by the men in the East and I have every confidence that we will win; if we do, it will be a boost for us. Wood seems to be a little nervous about it and wrote me saying he would like to see me in the fight. Told him that I was ready and willing to do anything I could, but as the matter was already in good hands and nothing that could be done was left undone, I could not see where I could be of any service at this stage of the game.

Yours, fraternally,

J. F. CAMPBELL.

J. M. CAMPBELL,

International Vice President, C. T. U. A., Vancouver, B. C.

SIR: Discharged at Portland, Oreg., February 23, 1911, by Chief Operator Brooks, of the Western Union Telegraph Co., without cause assigned. Services acknowledged satisfactory; clearance refused, although had clearance from Chief Operator Jeffs, San Francisco, year preceding. Was told confidentially by S. B. Vincent, correspondent for Associated Press, for whom I had worked for years, that Robb, manager of Portland W. U., informed him that my discharge was occasioned because of my union principles. Never in history for 35 years have I been refused employment by Western Union until C. H. Gaunt and his espionage system struck the Pacific coast.

O. N. GILL.

VANCOUVER, April 3, 1915.

Mr. S. J. KONENKAMP,

President C. T. U. A., Chicago, Ill.

DEAR SIR: I have been advised by International Vice President Campbell that you would like to know the circumstances which cause some of us "American exiles" to live in Canada. The principal reason for my being here is that I was discharged and blacklisted by the Western Union Telegraph Co. and I think my case is similar to that of many others.

I was discharged at a moment's notice in San Francisco, December 2, 1911. I had the night previous to my dismissal been ordered to show up at the Chronicle branch the following evening at 4.45 p. m., which I did. I had barely arrived when I was ordered to come down to the main office at once. This I did, and upon arriving was shown two "error" packages by Mr. Donnelly, N. C. O., and dismissed. While Mr. Donnelly did not say that I was discharged on account of these errors, he inferred as much, and I asked him if this was the reason. He declined to say, merely explaining that it "was orders from the superintendent's office." One of these errors caused a claim of \$1.50 to be put in against the company by the complainant, and the other was referred for benefit of service. Two operators must handle every message, and either one being equally responsible for correct transmission, I considered that I was

entitled to some slight consideration at least, in view of the fact that I had been working for the Western Union almost continuously for the preceding four years, and had only been concerned in two errors during that time.

While I was not, at the time of my dismissal, a paid-up member of the C. T. U. A., I was only about one month in arrears, and I couldn't figure any other reason than this for my discharge. When I made attempts to see Superintendent Jeffs, I was told that he was busy and could not see me. He did not offer to see me at another time. The chief operator offered the same cryptic explanation as Mr. Donnelly, "orders from the superintendent's office." There were two other boys discharged at the same time as myself; they, too, I understand got about as much satisfaction as myself.

I want it understood that I had worked almost four years for the Western Union up to this time and had never quit on short notice, had never before been discharged, and had never violated any of the numerous rules and regulations laid down by the company. At least, if I had violated any of these rules, it was never brought to my notice, with the exception of once, and then I did not know I was violating a rule, but thought I was exercising the right of a free-born American citizen. This was in the fall of 1911. I applied for a position in Portland, Oreg., having resigned in good standing at San Francisco three months previously on account of my health. Mr. G. D. Hood, Northwest traffic superintendent, happened to be in Portland at this time, and Mr. Brooks, C. O., referred me to him. Mr. Hood said that, while there was "nothing doing" in the larger offices in the Northwest, he might place me at Medford, Oreg., at \$70 a month. This was a smaller salary than I had been getting in San Francisco, but as I was badly in need of a job, I told Mr. Hood I would like to have this job. But Mr. Hood wasn't sure that I was the right kind of an operator for the W. U. He asked me if I belonged, or had ever belonged, to the C. T. U. A. I told him yes, but that at present I was not a member. He then said: "Mr. Christian, I want you to understand that if you want to work for the W. U., you must leave the C. T. U. A. entirely alone. You can not be loyal to the W. U. and loyal to the C. T. U. A. at the same time." Naturally, I resented this and argued the point with him, but he couldn't see my side of it. He finally told me he would let me know if he could use me. That was the last I heard of it. I came to Victoria, B. C., and worked for eight months, returning to San Francisco, where I was discharged as described to you above.

After being discharged in San Francisco, I came to Portland, Oreg., where I asked for a job (I might inform you that Portland is my home town, my parents living there). I left Portland originally because the chief operator insisted that I work the Seattle wire alongside of another operator receiving \$85 per month, while I received \$60. The chief operator in Portland told me he would send my name to the superintendent's office, and if my record was O. K., he would be glad to put me to work. I came back the next day, and he told me to come back the next. That kept up for several days, until I "got wise" that I was being "stringed." Several operators had been put to work during the time I was waiting, who had applied after I had.

I came to Vancouver, B. C., from Portland and have been here since—about three years. I first worked for the C. P. R. here for about four months, leaving to go to the Vancouver Sun, where I worked for five months. I left the Sun, where I worked nights, for my present position, working days at the Vancouver end of the Victoria Times' leased wire. I have been with the Victoria Times now for two and one-half years, and have yet to receive a complaint from my employers.

One more little incident of the San Francisco office will about close my "evidence." At the time I was there Mr. C. F. Marlatte, day traffic chief, was doing an excellent shylock business. He loaned a friend of mine—one of the boys discharged with me—\$10 on condition that he pay Marlatte \$15 on pay day. Now, the W. U. pays twice monthly and it seemed to me this was rather a high rate of interest. I told my friend he was foolish to borrow when he could get along without it, but it seemed that he wanted a suit of clothes and Marlatte had found it out in some way and offered to loan him the money for the first payment. My memory isn't exactly clear about this affair, but I do know that my friend owed almost all his salary to Marlatte the pay day before our dismissal, and that I had to loan him \$10 to get out of town on. No doubt you have heard of this Shylock before, and will not need to be told by me.

In closing, I will say that you are at liberty to use my name as publicly as you wish. Any of the statements I have made without qualifications I am willing to take affidavit on should you desire.

Hoping that the time is not far distant when I may return to the land of my birth and work in close proximity to the ones most dear to me, instead of having to live some distance away from them,

I remain, fraternally yours,

CECIL R. CHRISTIAN,
Vancouver Daily Province, Vancouver, B. C.

SCHENECTADY, N. Y., April 4, 1915.

Mr. S. J. KONENKAMP, *Chicago.*

DEAR SIR AND BROTHER: I was employed by the Western Union Telegraph Co. at Dallas, Tex., from October, 1910, until February, 1911, when I was dismissed without apparent reason along with some 10 or 15 others.

I had been given an increase in salary only a few weeks previously, which would further indicate the dismissal was without cause.

Chief Operator W. S. Strawbridge called me up to his desk and told me my services were no longer required. I asked to know the reason and was told he (Strawbridge) couldn't give me the reason. I suggested the notice of my dismissal be given in writing and was informed he (Strawbridge) had been instructed not to do this. I then asked Strawbridge if I referred to him from another office would he give me a good "reference." He replied, "If your services are not satisfactory to us we certainly can't recommend you to anyone else."

When I became insistent on knowing the reason for my abrupt dismissal Strawbridge suggested I see Superintendent Davis. I called on Superintendent Davis and explained the situation, and after being questioned concerning previous employment was asked if I wasn't a member of the C. T. U. A. I told him that I was not, and hadn't held an up-to-date membership in the C. T. U. A. since December, 1907. Davis then suggested that I had been expressing some promunion sentiment around the office, and when assured that I had not asked me if I would make a sworn affidavit that I was not a member of the C. T. U. A. I told him for the sake of clearing my record I would, but not for the sake of reemployment at Dallas. He said, "All right, make the affidavit and I will see if I can't fix things up for you." I made the affidavit and gave it to Superintendent Davis and asked for a letter of recommendation, showing that I had left the company's employ at Dallas in good standing and was told to come back and see him (Davis) in a few days and he would try and put me back to work. I was so disgusted at the run of things that I didn't go around again, but returned to the St. Louis Postal, where I was reemployed on my previous standing with the latter company, not having to give Dallas Western Union as a reference.

I worked in St. Louis for the Postal until February, 1912, when it became impossible to make board money; lower rated regular men who had worked a full day were being held on overtime, and the higher rated extra men let off with from one to three hours' time a day. I had a chance to go to Montreal, Canada, for the C. P. R., and did so, where I lived as an exile until recently, when I returned to my own country for the United Press. I can give you the names of many Americans in Canada who are forced to live out of their own country through the working of the black list and the intolerable conditions imposed upon telegraphers by the Western Union and Postal throughout the United States.

I will, if required, give you or any one desiring it a record of the places of my former employment to investigate my record and prove that I have never been dismissed or suspended from any employment excepting Dallas Western Union.

Fraternally, yours,

W. E. NEELY.

CALGARY, ALBERTA, April 3, 1915.

Mr. S. J. KONENKAMP,
President C. T. U. A.

DEAR SIR: Please bring the following to the notice of the commission appointed by the United States Government, for the purpose of investigating the Western Union Telegraph Co.:

entitled to some slight consideration at least, in view of the fact that I had been working for the Western Union almost continuously for the preceding four years, and had only been concerned in two errors during that time.

While I was not, at the time of my dismissal, a paid-up member of the C. T. U. A., I was only about one month in arrears, and I couldn't figure any other reason than this for my discharge. When I made attempts to see Superintendent Jeffs, I was told that he was busy and could not see me. He did not offer to see me at another time. The chief operator offered the same cryptic explanation as Mr. Donnelly, "orders from the superintendent's office." There were two other boys discharged at the same time as myself; they, too, I understand got about as much satisfaction as myself.

I want it understood that I had worked almost four years for the Western Union up to this time and had never quit on short notice, had never before been discharged, and had never violated any of the numerous rules and regulations laid down by the company. At least, if I had violated any of these rules, it was never brought to my notice, with the exception of once, and then I did not know I was violating a rule, but thought I was exercising the right of a free-born American citizen. This was in the fall of 1911. I applied for a position in Portland, Oreg., having resigned in good standing at San Francisco three months previously on account of my health. Mr. G. D. Hood, Northwest traffic superintendent, happened to be in Portland at this time, and Mr. Brooks, C. O., referred me to him. Mr. Hood said that, while there was "nothing doing" in the larger offices in the Northwest, he might place me at Medford, Oreg., at \$70 a month. This was a smaller salary than I had been getting in San Francisco, but as I was badly in need of a job, I told Mr. Hood I would like to have this job. But Mr. Hood wasn't sure that I was the right kind of an operator for the W. U. He asked me if I belonged, or had ever belonged, to the C. T. U. A. I told him yes, but that at present I was not a member. He then said: "Mr. Christian, I want you to understand that if you want to work for the W. U., you must leave the C. T. U. A. entirely alone. You can not be loyal to the W. U. and loyal to the C. T. U. A. at the same time." Naturally, I resented this and argued the point with him, but he couldn't see my side of it. He finally told me he would let me know if he could use me. That was the last I heard of it. I came to Victoria, B. C., and worked for eight months, returning to San Francisco, where I was discharged as described to you above.

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I came to Vancouver, B. C., from Portland and have been here since—about three years. I first worked for the C. P. R. here for about four months, leaving to go to the Vancouver Sun, where I worked for five months. I left the Sun, where I worked nights, for my present position, working days at the Vancouver end of the Victoria Times' leased wire. I have been with the Victoria Times now for two and one-half years, and have yet to receive a complaint from my employers.

One more little incident of the San Francisco office will about close my "evidence." At the time I was there Mr. C. F. Marlatte, day traffic chief, was doing an excellent shylock business. He loaned a friend of mine—one of the boys discharged with me—\$10 on condition that he pay Marlatte \$15 on pay day. Now, the W. U. pays twice monthly and it seemed to me this was rather a high rate of interest. I told my friend he was foolish to borrow when he could get along without it, but it seemed that he wanted a suit of clothes and Marlatte had found it out in some way and offered to loan him the money for the first payment. My memory isn't exactly clear about this affair, but I do know that my friend owed almost all his salary to Marlatte the pay day before our dismissal, and that I had to loan him \$10 to get out of town on. No doubt you have heard of this Shylock before, and will not need to be told by me.

a word he informed me in a very polite way, "I am very sorry, Mr. Burns, but I find that I haven't a thing to offer in either office."

After telling him what a position he had put me in I departed, going to Vancouver, where I went right to work for the C. P. R. again. Now, you understand after the strike I worked for the Western Union in Helena, Seattle, and Portland, leaving all in good standing.

Now, then, after the Seattle matter I remained in Canada from October, 1911, till August, 1913. I returned to the States and went to Omaha and applied for a position with the Western Union. The superintendent and others that I had dealings with regarding a position were anxious to do what they could for me, and I was being fixed up for a pass to Salt Lake City when the superintendent called me into his private office where he had the big book open, and asked me if I ever worked in Seattle. Now, knowing that I left there and Portland in good standing, and holding a strictly first-class C. P. R. clearance, I told him I had. He wanted to know when, and I said 1908. Then he said that I must have been there in September, 1911. I told him I had, but only applied for a position, and told him the conversation that took place with Hughes. He said he was sorry, and that he could do nothing farther in the matter until the matter was straightened out. However, I nearly starved to death getting back home. After a month later I applied in Minneapolis and was sent to Fargo. After working one day in Fargo, the chief came to me with an armful of papers, saying, "Didn't you used to work in Seattle, Mr. Burns?" I said, "No, sir; I have never been farther west than Fargo." By this lie I worked till the middle of January, when I was laid off on account of slack business. In the spring I went to Chicago, applied for a position, was given an application blank to fill out, and was turned down cold while they were putting on every man that came along. I drifted up to St. Paul; went to work after hanging around two weeks. About the third day Chief Operator Strang came to me or rather called me to his desk and laid another load of papers before me with the old remark "You have worked in Seattle some time previous, have you not?" "No, sir; I have never been West yet." This lie also let me work for them. I did not stay long, as no self-respecting citizen would degrade himself so low as to work under the slaving conditions that prevail in the Western Union. Of course, you know that I am only one of the hundreds that are up here in Canada for the simple reason that conditions in the two telegraph companies are so rotten that a white man can not submit to their treatment.

What I have said in this letter I can take oath on. I hope you have good success, Lynch, and go after them strong.

Yours, fraternally,

F. J. BURNS.

NELSON, B. C., March 22, 1915.

S. J. KONENKAMP, Esq.,

*International President C. T. U. A.,
922-930 Monon Building, Chicago, Ill.*

DEAR SIR AND BROTHER: Referring to your notice in the March Issue of the Journal I am giving my experience with the W. U. at Seattle, Wash.:

I entered the employment of the W. U. some time in April, 1910, and worked until October, 1910, and resigned on account of the following:

After about 4 months' service at the salary of \$75 I was recommended by Night Chief O'Brien and Wheatstone Chief Heftner to be given top salary. Ed. Chambers, who, I think, is working in Winnipeg for the C. P. R., and Moriarity, who is working in Victoria for some newspaper, and some other operators were also recommended to be given top salary. Shortly after Gaunt was made general superintendent the chief operators were given orders to ask all operators if they belonged to the C. T. U. A. Moriarity and I heard the day men talking about this just before we went on shift at 5.30 p. m., and we made up our minds if they asked us we would tell them yes. Sure enough, Night Chief Operator O'Brien asked us if we belonged to the C. T. U. A., and I answered yes, and he said, "You will not receive any increase in salary." He told Moriarity the same. Chambers had a card, but told O'Brien he did not, and it was not long before Chambers was made a traffic chief, but after about a year's service or so they got wise to him and finally dismissed him over some trifling thing.

I was so disgusted with this kind of treatment that I resigned shortly afterwards and came back to Canada.

I certainly hope the investigation they are holding will show up the Western Union. They discriminate against the operators in every possible manner.

I told the boys in Vancouver to get Moriarity at Victoria to write his experience up. I do not know the address of Ed. Chambers, but I heard he was in Winnipeg. His dismissal ought to be good stuff, as he was a first-class operator and very steady.

Faternally, yours,

BRO. D. W. FORTEATH,
P. O. Box 302, C. P. R. Tel. Co., Nelson, B. C.

VANCOUVER, B. C., March 22, 1915.

S. J. KONENKAMP, I. P., Chicago, Ill.

DEAR SIR AND BROTHER: I understand the industrial commission will meet in Chicago soon to probe the conditions of labor in the commercial telegraph circles.

I wish to make the following statement: I went to work for the W. U. Tel. Co. at Chicago in the spring of 1910. Shortly after going to work for them I was put on the Springfield wire and stayed there until the latter part of May, 1911. When I resigned there, Mgr. Inman, of Springfield, sent me a message, saying, "You have given us the best service we ever had on our Chicago wire; we are sorry to see you leave."

In June, 1911, I came to Seattle for the same company, working there about three weeks, and was transferred to Spokane. On March 15, 1912, I resigned, giving two weeks' notice. Spent two weeks on my small fruit tract in the Yakima Valley, clearing and fencing some land, then went to Seattle and applied for work with the same company.

The chief operator (Frank Morris) asked me if I had resigned at Spokane in good standing. I said yes. He said, "All right; we need men here bad; go to work right now." Two days afterwards Supt. Geo. Hood saw me working and ordered me discharged at once. I went in to see Mr. Hood and asked him what was the matter that I could not work. He says, "We can't use you." I asked him if my services at Spokane were satisfactory. He said, "Yes; but we can't use you under any circumstances. I have my instructions from 'higher up.'" As I left the building that night a friend of mine said, "Withers, you had better go to Canada; you are on the black list." I can not divulge this friend's name, as he is still an employee of the W. U. and might get him in trouble.

I figured it out if I was on the black list of the W. U., I certainly must be with the Postal Telegraph Co., and it nearly broke my heart to think I must go to a foreign country to make a living for my family and finish paying for my home in Washington State.

I came to Vancouver the early part of April, 1912, and have been here ever since. I am receiving the highest salary I ever received from any commercial telegraph company, but I would only be too glad to come back to my country, which I love, if given an opportunity to do so.

The only thing I ever done the W. U. could hold against me is I walked out in a peaceable strike in 1907, which I considered an honorable thing to do.

When working in Spokane, Chas. Sims, Mr. Brooks, and M. W. McCandlish were dismissed in the fall of 1911. No reason given whatever; they presumed it was supposed membership in the commercial telegraphers' organization.

From what I can learn no such conditions ever existed on the Pacific coast until C. H. Gauff was appointed general superintendent at San Francisco.

I am willing to take oath that these statements are true.

Yours, fraternally,

H. W. WITHERS.

During the summer of 1913 the United Press Associations borrowed William Schwinger from the New York Postal office for vacation reliefs. When Schwinger was released by the United Press in October he returned to the Postal, but was denied reinstatement. Then he secured a position with the Western Union, but within a few days was informed that the Postal officials had sent word that Schwinger was not reliable, and for this reason he was discharged.

In 1912, B. F. Ruppel and W. P. McKnight quit the Postal at Chicago in good standing and applied to the Western Union for work. The W. U. officials wrote

out a request to the Postal for the record of these men, who were told to come back in an hour. When they returned they were informed that the W. U. could not use them, although the company was short handed at that time.

H. M. Kelly, of New York, under date of March 26, 1912, writes:

"On or about September 17, 1911, I applied to the Postal Telegraph Co. for a position. I had a letter of introduction to Manager J. J. Whalen, who ordered that I should be tested. I told Mr. Whalen that I had not been telegraphing for some time. The test was satisfactory, and the application blank was marked 'first class.'

"Mr. Whalen then asked me if I was not among those who had been dismissed by the Western Union in August, and I told him that I was. Then I recounted my experience with the W. U. officials and said that I did not know even now why I had been dismissed. Mr. Whalen stated that although he needed men at that time he could not employ me, inasmuch as I could not furnish reference from my last employer. He stated that there were several others whom he was forced to let go for the same reason, and mentioned that among those were G. H. Browning, C. E. Knight, and one or two others."

Early in 1911, a Mrs. Hanson, of Rock Island, Ill., made application to the Western Union in Chicago for a position and stated in her application that she was a member of the Commercial Telegraphers' Union of America. Superintendent J. P. Looney, of the Postal, wrote a letter to his manager at Rock Island under date of February 18, 1911, reading as follows:

"For your information. Former operator Miss Hanson has placed application with the Western Union Telegraph Co., with a postscript that she is a member of the C. T. U. A., Chicago local."

Paul Fausel, of Trenton, N. J., under date of April 26, 1910, writes:

"A couple of weeks ago one of the Postal boys put an application blank in a sealed envelope and addressed it to one of the Western Union operators. * * * In some manner the W. U. manager got the envelope, and it is not sure whether he opened it or not. Anyway he got the application and promptly turned the matter over to his superintendent in Philadelphia, with the request that it be taken up with the Postal superintendent there. The Postal superintendent came to Trenton and proceeded to haul over the coats every operator in the office."

W. N. Hickman, of Los Angeles, under date of October 18, 1910, writes:

"I found that I was sneered with all the railroads and could not obtain employment with them." (This was after he had been discharged by the Western Union.)

These excerpts are taken from letters written to us. They could be followed back year after year throughout the history of the telegraph, but they are indicative of the methods used. Men are peremptorily discharged for any or no reason, and then the deadly system of references and blacklisting does the rest. The companies demand two weeks' notice from the telegraphers who seek to resign their positions and will blacklist them for "quitting on short notice," but they discharge their men without a moment's warning whenever they see fit to do so.

In December, 1911, and early in 1912 about 40 men were discharged by the Western Union in Chicago for supposed union affiliations. These men were unable to secure employment with the Postal. The same condition existed at that time in New York and nearly every large telegraphic center.

Strikes.—Constant and unrelenting oppression * * * leads to strikes, etc.—There have been three strikes nation wide in character as a result of the Western Union's tactics, which have been emulated by the Postal. The first strike, in 1870, lasted two weeks; the second, in 1883, lasted one month; while that of 1907 was of three months' duration.

McELREATH EXHIBIT.

C. H. Johnson, Memphis.....	Contracted acute kidney trouble; overwork; dead.
— Griffey, Memphis.....	Nervous wreck; overwork; wire chief.
Con G. Bowen, Memphis.....	Fistula; constant sitting at key; dead.
Wm. McKeever, Memphis.....	Chronic indigestion; irregular lunch.
Bug Miles, Chicago.....	Piles; constant sitting; dead.
Dan Martine, Memphis.....	Nervous wreck; possibly mentally unbalanced.

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Joe Wolfrum, Kansas City.....	Nervous wreck; suicide.
A. W. Braun, Kansas City.....	Chronic kidney trouble; constant sitting.
A. B. Thorgrimson, K. C.....	Kidney trouble; blacklisted; driven out of telegraph business.
Two brothers named Green, Pittsburgh.....	Both suicided; mental trouble from overwork.
W. Roper, San Antonio.....	Consumption; confinement; dead.
Charles Hudson, Seattle.....	Consumption; confinement; dead.
Louis Taylor, Denver from K. C.....	Consumption; confinement; dead.
W. Miller, Kansas City.....	Physical wreck; overwork; forced to quit the business.
Buck Keeler, K. C.....	Consumption; nervous wreck; dead.
W. P. Wood, Texas.....	Bladder trouble; dead.
Harry Murray, Tiffin, Ohio.....	Nervous wreck; overwork; dead.
—— Perry, K. C.....	Eyesight almost gone; overwork.
Claud Giles, K. C.....	Nervous wreck; called "nutty."
Joe Giles, K. C.....	Nerves shattered; overwork.
Mrs. Joe Giles.....	Nerves shattered; overwork.
James Burke, Detroit.....	Chronic bladder trouble; sitting constantly.
John Burke, Detroit.....	Chronic bladder trouble; sitting constantly.
S. A. Bernstein, Detroit.....	Nervous system ruined; overwork.
George Eitemiller, Detroit.....	Chronic bladder trouble; nerves gone.
George Bacon, St. Louis.....	Kidney trouble.
Jack Magill, Chicago.....	Kidney trouble; nerves gone.
W. Dinwiddie, St. Louis.....	Mental trouble; overwork.
B. Howe, Detroit.....	Nerves shattered; bonus victim.
Sam Mercer.....	Nerves shattered; bonus victim.
E. C. Lyon, Kansas City.....	Nerves shattered; bonus victim.
Clyde Tignor, Fort Worth.....	Chronic bladder trouble.
E. A. Randall, Detroit.....	Chronic indigestion; nerves gone.
A. F. Harolson, Canada.....	Chronic stomach trouble.
C. H. Brownson, K. C.....	Telegraphers paralysis; bonus work.
W. B. Roberts, K. C.....	Chronic indigestion; constant sitting; irregular meals.
Thomas Everett, Detroit.....	Nervous wreck; overwork.
Pat Kelly, Detroit.....	Chronic bladder trouble.
F. Howe, Detroit.....	Indigestion; stomach trouble; irregular reliefs.
O. F. Hocker, Chicago.....	Stomach trouble; blacklisted; driven out of business.
T. A. Lyon, Kansas City.....	General breakdown; overwork; forced out of business.
Bert Hall and Harry Hall, K. C.....	Same as Lyon.
Milan W. Russell, Chicago.....	Forced into exile in Canada by black list; died of broken heart.
Lindsey Campbell, Little Rock.....	Forced into Canada after losing health from overwork.
Jimmy Johnson, New York.....	Nervous wreck; disappeared.
Roger Mullen, Chicago.....	Nervous wreck; died in harness.
Frank Donnellson, Chicago.....	Nervous wreck; died in harness.
Tony Saunders, K. C.....	Bladder trouble; constant work; dead.
Al Hughes, Chicago.....	Indigestion; general breakdown; overwork; irregular meal hours; dead.
Mrs. Clay, Chicago.....	Forced to undergo useless operation by Chicago officials; complained to union; discharged; blacklisted.
J. Blake, Detroit.....	Nervous wreck; became drug user after being driven on bonus system several years; found dead in New York; supposed suicide.
James Nelson, St. Louis.....	Nervous wreck; died in Chicago from overwork.
S. D. Henderson, Detroit.....	Found dead in hotel at Detroit; thought suicide.
William Kytes, Chicago.....	Consumption; overwork; irregular meals; in hospital; will die.
Dudley Hamlin, Kansas City.....	Nervous prostration; overwork, hounded by petty chiefs; dead.

Al Githens, Missouri.....	Deranged; killed by train; overwork.
Ed Corbett (Wanderer).....	"Nuttty"; worked 12 to 20 hours day; incurable.
Jack McNavin, Cincinnati.....	Nervous wreck; died in New York.
Frank McNavin, Memphis.....	Stomach trouble; nervous wreck; dead.
Johnny Walker, Chicago.....	Complete wreck; hard worker for W. U.; dead.
Jack Striebling, Cleveland.....	Nervous wreck; died from worry.
W. I. Hull, Memphis.....	Hounded by W. U. account union affiliations; suicide.
McLaren Campbell.....	Run down by train; thought to have committed suicide account of conditions.
Ed. H. Thompson.....	Bladder trouble; unable to answer nature.
William Holland.....	Kidneys and nerves deranged; chronic.
H. V. D. St. Clair.....	Spine trouble; abscess of bladder account of long hours; unable answer nature.
H. L. Crawford.....	Eyes permanently impaired; long hours, poor light.
Frank Kelly.....	Partial paralysis of bowels and urinal organs.
S. Henderson.....	Bright's disease and heart trouble.
Wm. H. Mitchell.....	Hip and knee became useless, being in one posture long hours.
W. M. Hannon.....	Kidney trouble and heart weakness.
Mitt Pope.....	General debility; heart failure; dropped dead.
J. A. McDonald.....	Atrophy of rectum; sitting in one position long hours.
C. C. Hanes.....	Kidney congestion (chronic); long hours; could not answer nature.
Ed. McMinn.....	Despondency, account conditions; committed suicide.
Jos. Crawford.....	Insanity from overtaxation; committed suicide.
Thos. Hanley.....	Nervous debility; nervous strain; long hours.
— Dum.....	Consumption; went to Arizona and died.
George C. Williams.....	Chronic indigestion; liver trouble.
T. J. St. John.....	Chronic intestinal disturbance.
E. T. Loccy.....	Nervous debility; liver trouble.
H. M. Graham.....	General weakness; piles.
Wm. Lowry.....	Generally run down; resort to drugs.
G. W. Teeter.....	Nervous debility; weak kidneys.
Ed. Fitzpatrick.....	General breakdown.
Al Hughes.....	Died of heart failure.
Clyde Tignor.....	Nervous debility.
Herman Hokelrath.....	Despondent; committed suicide.
W. Z. Moon.....	Went into consumption; died.
W. S. Shearer.....	Hardening of heart; dropped dead in office.
Thomas Hamilton.....	Despondent; committed suicide.
— Pickering.....	Heart and nerves; dropped dead in office.
William Wilkerson, Kansas City.....	Consumption superinduced by long hours; irregular reliefs, etc.
— Redman, Kansas City.....	Almost totally blind from overwork made necessary by small salary and large family; suicide expected.
— Westcott, Memphis.....	Nervous trouble; mind affected from fast work, constant strain; dead.
Stanley Cross, Memphis.....	Nervous breakdown; indigestion; dead.
Lou Sharp, Memphis.....	General breakdown; overwork; dead.
Baubien, Detroit.....	Died of a broken heart at his retirement by the W. U. after 48½ years of faithful service.
Harry Lambert, Kansas City.....	Consumption, brought on by long hours; overwork; insanitary office conditions.
George Lambert, Kansas City.....	General nervous breakdown from overwork and persecution by W. U. for union affiliations.

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Ben Dougherty, Kansas City.....A young boy of exceptional ability driven by petty chiefs who refused him proper remuneration for his service until acquired telegraphers paralysis; practically a nervous wreck.

—— St. Amour, Cleveland Nervous breakdown; overwork.

The foregoing list is respectfully submitted to the Federal Commission on Industrial Relations as part of testimony given by me at the hearings in Chicago, Ill., in April, 1915.

I have avoided as far as possible giving names of men who are still compelled to eke out an existence in the employ of these slave drivers, knowing that upon publication of their names they would be discharged by the corporations.

Respectfully,

CON H. McELREATH.

SHRIMPTON EXHIBIT.

CONTINUATION OF STATEMENT READ BY MR. B. F. SHRIMPTON.

"The only changes made were increases, not decreases; and the salaries are as high as ever have been paid before."

"I rely with implicit confidence upon the truth of this statement, and the action of this company will be governed accordingly. We can permit no combination nor organization of men to dictate to us who or how many persons we shall employ for the transaction of our business. We approve of the action of Mr. Mumford.

"Very respectfully, etc.,

"O. H. PALMER."

In direct contradiction of the statement of Agent Mumford at San Francisco, accepted and indorsed by the executive of the company, let us hear what an uninterested authority has to say with reference thereto. The San Francisco correspondent of the New York Herald, after personal investigation, mailed to his paper the report, which I will read, dated January 3, 1870, and published in the New York Herald on January 13, 1870. I may say that this report was mailed—not only because of the interruption to the wires, but because the Western Union agent at San Francisco had attempted to prevent the Herald's correspondent from wiring a brief statement when the strike first occurred:

"Somewhere about the 20th of last month several of the employees of the Western Union Telegraph Co. received notice from the superintendent of the intention of the company to reduce their salaries 10 per cent, the reduction to commence from the 1st of December. One of the operators so notified called on Mr. Gamble and pointed out to him the injustice of reducing their salaries for that month, of which they had already worked the best part. Shortly after notice was given that the reductions would not be put in force until the 1st of January. On the 28th of December a petition, signed by nearly all the operators employed in the San Francisco office, was presented to Mr. Mumford, the managing agent, asking him to permit the salaries to remain at the old figures. This Mr. Mumford seemed to consent to, but it was only in seeming, for on the 1st of January notice was given to all the operators but two that their salaries would be reduced to \$115 per month, the previous average of all the salaries being \$120. On this another petition was drawn up, signed by all the operators, including the two whose salaries had not been reduced, and presented to Mr. Mumford. Immediately on its presentation Mr. Mumford gave orders to have the salaries of the two who had been excepted cut down to the level with the rest. This made them indignant and they refused to work on such terms, whereupon they were at once discharged. The other operators took sides with them and refused to work.

"The news of the San Francisco strike was flashed to Sacramento, Gold Hill, Virginia City, and all the principal offices throughout the State. The Sacramento operators were addressed by Mr. Gamble, the general superintendent, and all of them were asked to pledge their words of honor not to indorse the San Francisco operators. They asked a couple of days to see the striking operators and hear their side of the story. This was peremptorily refused by Mr. Gamble, but he agreed to allow them to consult by telegraph

with those in San Francisco, on condition that he was allowed to stand by and listen to what was said. This proposition was declined by the Sacramento operators, upon which Mr. Gamble gave them 15 minutes to make up their minds whether they would do as desired or be at once dismissed. They did not take half that time to come to a conclusion, but unanimously decided it their fixed determination to stand by their brethren in San Francisco, whereupon they were immediately notified that their services were no longer needed. This left only the chief operator and manager to do all the work of the office—a work that requires the services of 9 or 10 first-class operators to perform. News was soon after received from Virginia City, Reno, and other points giving accounts of a somewhat similar state of affairs and notifying the superintendent that those offices would be closed until the matter was satisfactorily settled.

"The state of affairs here is more easily imagined than described. Nearly all of the offices are left with none but boys to work the wires. No mining reports from Nevada; no Associated Press dispatches from the East; no gold quotations from New York to guide the bankers and brokers; in fact, all telegraph business brought to a standstill, and all for a paltry few hundred a month, and at a time, too, when the company is without opposition and is daily increasing its business.

"I have given you the true statement of the whole trouble, having received it from the operators themselves—not merely from one, but from all; for I called on them at their assembly room, and was there shown the notices in writing received by them severally of the reductions in their wages; also the petitions signed by them and presented to Mr. Mumford."

Following the refusal of the executive officers of the Western Union to in any way interfere with the action of the San Francisco agent in reducing salaries and dismissing operators for protesting against such reduction, the Telegraphers' Protective League officially called a general strike, which was very effective at the beginning. However, the lack of means of quick and easy communication between the widely scattered strikers prevented the success of the strike in one section being known in others. The company, with all the wires of the country at their disposal, on the other hand, quickly spread broadcast the least sign of weakness at any point; and through its quasi control of the press many misrepresentations were printed in all parts of the country. These tactics on the part of the company gradually weakened the ranks of the striking telegraphers, and on January 18, 1870, the strike was officially declared off.

In returning to work the operators were not only compelled to accept lower salaries, but were forced to sign an oath that they would not reaffiliate with any union.

During the strike some of the newspapers supported the telegraphers. Permit me to read what the Jamestown (N. Y.) Democrat of January 12, 1870, says in speaking of the Western Union and its policies:

"It has been a monopoly of the most rigorous kind. It has exacted exorbitant prices from the people for sending their messages. It has been niggardly as an employer. It has watered its stock repeatedly and then maintained the high tariff so as to make dividends on the watered stock."

I would also call your attention to this editorial remark in the New York Herald of January 13, 1870, regarding the strike:

"Now, what is the cause of all this commotion and all this disruption in one of the most important elements of our business and social relations? It may be explained in a few words. It is the result of the grasping rapacity and unbridled tyranny of one of the most gigantic monopolies that ever overshadowed enterprise in the civilized world—the Western Union Telegraph Co."

The next effort of the telegraphers to organize was put forth in 1875, when the nucleus of an organization known as the Telegraphers' Protective Union was formed at Chicago, the headquarters being later transferred to New York. The telegraphers generally, however, unmindful of the fact that—

He that imposes an oath makes it,
Not he that for convenience takes it,

considered that they were morally bound to adhere to their pledges not to join any organization of their fellowcraftsmen, and the new union made slow progress. The company recognized this, and either to test its judgment, or to throw down the gauntlet and force another strike, put into effect in 1876 a general reduction in salaries. This reduction represented a 5 per cent decrease

to those receiving less than \$100 per month, 10 per cent to those receiving \$100 and under \$125, and 15 per cent to those receiving \$125 or more. Of course, this hit the managers, assistants, etc., pretty hard, but that was soon remedied by creating a higher grade and moving the officials all up one grade, where they received their old salaries with a slightly different title. The reason assigned by the company for this reduction was that the telegraphers' salaries were too high. They were receiving \$85 to \$115 per month before the decrease. Whatever the motive of the company may have been in this general reduction, the officers of the new organization of the telegraphers believed it to be a movement to force a strike and destroy the union. They, therefore, urged the membership to refrain from radical action at that time, continue the work of organization, and bide their time with the prospect of later recovering the loss. The rank and file, while heeding the counsel of their officers, were dissatisfied with their action and felt that this show of evident weakness would encourage the Western Union to combat the organization more vigorously than before. As a result the Telegraphers' Protective Union failed to reach that stage in its career where it might have acquired the strength to approach the company for increases or better conditions. The union gradually withered away. In 1878 further reductions in salaries were made—in most cases 10 per cent.

The telegraphers' next effort at organization occurred in 1881, and by the middle of 1883 had culminated in a very formidable union called the Brotherhood of Telegraphers, under the auspices of the Knights of Labor. This organization held a convention in Chicago in March, 1883, at which a bill of grievances was drawn up and submitted to all the subordinate units of the brotherhood for action. The district assemblies almost unanimously confirmed the grievances and authorized the executive committee of the brotherhood to present to the company a petition for the remedying of the same, together with a request for a 15 per cent increase in salaries. The maximum salary in New York had by this time been reduced to \$100 per month, while the minimum had been forced down to around \$40.

In accordance with the expressed desire of the district assemblies, the executive committee on July 16, 1883, presented the following petition to the Western Union:

CENTRAL OFFICE,

BROTHERHOOD OF TELEGRAPHERS OF THE UNITED STATES AND CANADA.

THOMAS T. ECKERT, ESQ.,

General Manager and Acting President

Western Union Telegraph Co., New York.

SIR: The undersigned, the executive board of the Brotherhood of Telegraphers of the United States and Canada, in accordance with instructions from that body, respectfully petition your favorable consideration of the following memorial embodying the desires of all classes of employees in the service of the Western Union Telegraph Co.:

SECTION 1. Believing that man's physical and mental welfare requires that at least one day in seven be accorded him for rest and recreation, we request the total abolition of Sunday work as a compulsory duty unless compensated as extra service.

SEC. 2. That eight hours shall constitute a day's work and seven hours a night's work.

SEC. 3. Both sexes shall receive equal pay for equal work.

SEC. 4. That a universal increase of 15 per cent on all salaries now paid be granted.

LINEMEN'S INTERESTS.

SECTION 1. That eight hours shall constitute a regular day's work and that compensation at the rate of two days' pay be allowed for all Sunday work; that the lowest salary shall be \$65 per month, and for helpers \$50; that the duties of linemen be confined solely to their legitimate work.

WHEATSTONE INTERESTS.

SECTION 1. That the salaries of first-class Wheatstone operators be increased to \$75 per month and second-class operators to \$60 per month and that they receive the 15 per cent increase asked for Morse operators.

SEC. 2. That the working hours of Wheatstone operators be the same as Morse operators.

A reply at the earliest possible moment solicited.

Very respectfully

EUGENE O'CONNOR,
Chairman.
MORTIMER D. SHAW,
Secretary.

JOHN CAMPBELL,
ROBERT EWING,
HARRY W. ORR,
ROGER J. MULLEN,
JOSEPH H. FORD,
Executive Board.

The company refused to recognize the committee. It made no written reply, but demanded verbally of the committee that it furnish the company with the names of all its employees represented by the committee. The committee, realizing that this would mean the locking out of its membership in the employ of the Western Union, wisely refused to comply. The committee, having been endowed with the power to call a strike if the company refused to concede the demands of their employees, decided to exercise the power it held when convinced that the company, by preparing for such a contingency, meant to ignore the petition. The strike being scheduled for noon July 19, 1883, it was determined to present the company another opportunity to open negotiations, and the following note was delivered to Mr. Eckert at 9 a. m. on the 19th:

NEW YORK, July 19, 1883.

Gen. T. T. ECKERT, *New York.*

Sir: On Monday, the 16th instant, a committee of telegraphers submitted to your consideration a petition intrusted to them for presentation to you by the Brotherhood of Telegraphers. You expressed your doubts as to the authority of that committee to speak for the employees of your company and have failed to respond to that petition. Your letter to R. C. Clowry, general superintendent, discloses to the public the fact that you were informed of the nature of your employees' grievances before they were presented. Under ordinary circumstances it would require but a short time to arrive at a conclusion as to what steps you would take, but, knowing as we did that this matter had been thoroughly discussed long before we waited upon you, it was not unreasonable to ask an early reply. It is due to the interests you represent, to our organization, and particularly to the general public, that this matter be speedily adjusted and that the responsibility of any future action may rest where it properly belongs. It is with an earnest desire for the harmonious settlement of difficulties and regard for the social and business interests of the people that we send this last appeal for the recognition of the rights and redress of the grievances of your employees.

Very respectfully,

JOHN CAMPBELL,
District Master Workman.

No response to this appeal was made by the company's officials, and at 12 o'clock, July 19, 1883, a general strike of the telegraphers went into effect.

Mr. Brooks testified before this commission, I believe, that the men in 1883 demanded recognition of their union, which the company refused, and intimated that it was upon this point that the strike hinged. If any demand for the official recognition of the Brotherhood of Telegraphers as an organization can be found in the communications submitted, or in the utterances of the officers of the brotherhood, I have failed to discover it.

The reductions in salaries in 1870, 1876, and 1878, together with the operation of the "sliding scale," that is, replacing, say, a \$100 man, when he vacated a position, with a \$90 man, had brought the maximum salary at New York down from \$118 in 1866 to \$100 at the time of this general strike in 1883. The minimum had dwindled from \$100 to less than \$30. According to a statement made by Superintendent Humstone of the Western Union at New York just prior to the strike, "The pay of operators ranges from \$25 per month for boys and beginners to \$100 a month for the best men. There are few who get the highest figure. The average, as near as I can say just now, is about \$75 per month for male operators. The pay of girls and women ranges from \$25 to \$60 or \$65 a month. I should say the average is about \$45. About 25 per cent

of the operators are women." A census taken by the Brotherhood of Telegraphers disclosed an average wage of \$54.43 per month for commercial telegraphers in the United States.

Considering these figures in connection with the petition of the brotherhood, I would like to ask where any unreasonableness on the part of the telegraphers is apparent? It certainly seems to me that the men were asking but a slight restoration of what had been filched from them by a greedy corporation that was paying a very high rate of dividends on an actual investment.

The strike was terminated at the end of 30 days, when the strikers gave up hope of winning. It ended in the same orderly fashion that marked its genesis. While the company, through its press agents, maligned the strikers all through the fracas, they were vindicated at the close of the strike by one of the greatest newspapers in the country. I will read from an editorial appearing in that paper, the New York Herald, August 13, 1883:

"The strike of the telegraphers has come to a formal and, so to speak, official end.

"The strikers have conducted themselves well. If wires were cut or disabled no such bad and criminal work has been traced to them, and it is proper to hold them guiltless of lawlessness. The strike became the occasion of a good deal of foolish and undemocratic writing in newspapers, which rushed to the side of the employers and against the employed, some journals even going so far as to suggest that laws be adopted to prohibit strikes by telegraph and railroad operators. The discussion which these extraordinary propositions caused has done no harm, except to those who showed themselves the super-servicable supporters of powerful corporations.

"The strikers evidently overestimated their own strength and endurance. They thought that the telegraph companies could not get on without them. They forgot that the American people adapt themselves with singular readiness to the most inconvenient changes, and did not foresee that the public, finding the telegraph no longer able to serve it, at once took to transacting a large part of its business by mail, thus helping the companies to resist their striking workmen by lessening their business."

I also desire to quote an editorial from the same paper on August 22, 1883:

"Dr. Norvin Green is the president of the Western Union Telegraph Co., a corporation that has recently experienced much trouble with its employees. The striking operators were compelled to yield, and there has been some curiosity regarding the policy which the Western Union would adopt toward those whom it reemployed. Dr. Green was recently interviewed on this point, and his answer may be regarded as in a manner official. 'I sympathize,' he said, 'with the strikers for the sad mistake they have made, and there will be no punishment meted out to them.'

"He is also reported to have said: 'As I told Gen. Eckert this afternoon, the several hundreds of thousands of dollars which have been lost in the strike I regard to be the best financial investment made by the company. Hereafter Gen. Eckert tells me, that he will get one-third more work out of a man for a day's services, and the economy of such a step will retrieve the loss in less than six months.'

"No punishment! One-third more work daily out of the strikers! All losses caused by the strike to be taken out of the operators!

"Nor is this the only expression of his sympathy. Every operator taken back by this merciful and forgiving corporation, of which he is the president, must sign, it seems, the following:

"I, _____, of _____, in consideration of my present reemployment by the Western Union Telegraph Co., hereby promise and agree to and with the said company that I will forthwith abandon any and all membership, connection, or affiliation with any organization or society, whether secret or open, which in anywise attempts to regulate the condition of my service or the payment therefor, while in the employment now undertaken.

"And I do hereby further agree that I will, while in the employ of said company, render good and faithful service to the best of my ability and will not in anywise renew or reenter upon any relations or membership whatsoever in or with any such organization or society.

"Dated _____, 1883.

[SEAL.]

"(Signed) _____,

"(Address) _____.

"Accepted for the Western Union Telegraph Co.

"_____, Superintendent."

The United States Senate Committee on Education and Labor was at that time investigating industrial relations as your honorable body is doing to-day, and it held hearings on the telegraphers' strike. Senator Blair, the chairman of the committee, said in summing up, addressing Dr. Norwin Green, president of the Western Union:

"The operators who came here and testified almost invariably stated that for a long period of years there has been a constant reduction of salaries going on, and this while their efficiency was increasing, and their hours of labor, in many cases, were also increasing and more money was being made by the company. They also said that a great many individual applications and applications of bodies of operators by petition had been made directly to the company for an increase of compensation, and I think the testimony was that universally, without a single exception, their applications had been ignored, and, therefore, they claimed that they had to strike in order to secure even attention from the company. And, now that you have your own way about it, I wish you would just come up and give those boys more money." Dr. Green and his company ignored the plea of the Senator just as they had ignored the pleas of their telegraphers.

It will be seen that the Western Union has always treated its employees in the same manner; and, while Mr. Brooks may personally hold certain opinions that he has expressed before this commission, his statement that the Western Union refused to deal with the Commercial Telegraphers' Union of the present day because it has been irresponsibly officered or constituted is, in my judgment, mere poppy-cock. The Western Union has always declined to deal with its employees collectively and has never dealt justly or considerately with them individually.

Testimony before the Blair committee showed that salaries in Omaha in 1873 ranged at \$100 per month and in 1883 at \$80 per month; in New Orleans they were \$125 in 1873 and \$80 in 1883; in Richmond, Va., \$115 in 1873 and \$80 and less in 1883.

Following the strike in 1883 the Western Union, true to the threat of Gen. Eckert, did require more work of its telegraphers. Their efficiency since that time has increased marvelously. The introduction of the typewriter in the early nineties greatly increased their capacity. For presswork the typewriter, in connection with the adoption of what is known as the Phillips code, has increased their capacity very largely. The Phillips code is a system of abbreviations, of which I submit a few samples: "f" represents "of the"; "xn," "constitution"; "ckx," "committed suicide"; "Scotus," "Supreme Court of the United States." The use of this code means that, while the sender transmits the contraction, the receiver translates it in his mind and transcribes the full text. A speed of 50 or 60 words per minute can be averaged with the use of the code, where only 30 or 40 is attainable without it.

When the typewriters were introduced the telegraphers were forced to provide them at their own expense, and still are compelled to do so by the Postal Telegraph Co. The Western Union recently installed typewriters at the company's expense. About 10,000 machines were purchased, I understand, at a cost of about \$35 each.

The defeat of the strikers in 1883 annihilated their organization. Between that time and the formation of the present organization, in 1902, various efforts at reorganization were attempted by the telegraphers, but the "Ironclad," as it is called, which those who returned to the service of the company after the 1883 strike, as in the case of 1870, were compelled to sign, operated as a check against the re-formation of the union for the reason that most of those who signed it considered themselves morally obliged to abide by its terms. At the same time the eternal vigilance of the company made it possible for them to detect the various movements in their incipency, which always resulted in the immediate discharge of anyone found to be connected or suspected of being connected with such an undertaking.

Even in 1902, when our organization was inaugurated, the Western Union discharged considerable numbers of men all over the country. At that time, however, the influence of John W. Mackay, the founder and up to the time of his death, in 1901, the president of the Postal Telegraph Co., had not been entirely eliminated from the affairs of that company, and it did not oppose our efforts to organize. John Mackay was a very fair-minded man, and, I believe, had he lived the Commercial Telegraphers' Union would have had a working agreement with the Postal that would have prevented the strike of 1907 against the Western Union, extending to the Postal.

I might say in this connection, that it is my belief that the Postal and Western Union were on very good terms about the time of the general strike

of the telegraphers in 1907. There is quite a breach between the two concerns at the present time, but it occurred after the strike, when the American Telegraph & Telephone Co. formed its alliance with the Western Union. That the Postal had this same idea of amalgamation with the A. T. & T. in mind for itself is evidenced by its accumulation of the telephone stock, which it promptly disposed of when that company aligned itself with Western Union.

Going back to the inception of the present organization—the Commercial Telegraphers' Union of America—and the policy of the Western Union toward it: As I stated, the Western Union discharged hundreds of men throughout the country for affiliation with this union when its formation began in 1902, and it continued to oppose the organization with such tenacity that at no time until the spring of 1907 did we have a large percentage of that company's employees on our membership rolls. Mr. Brooks has stated that the company did not antagonize their employees in their efforts to organize in 1907; that the policy of the company seemed to change, or did change. Now, the fact of the matter is that the company did oppose this move on the part of their telegraphers and discharged some of them in New York and Chicago, and, I believe, other places. Those discharged at Chicago constituted an organizing committee that had been at work quietly for several weeks. The dismissal of these men stirred up such a clamor all over the country that the company, in the face of the 20 to 60 per cent increase in rates it was inaugurating, feared the wrath of public opinion that a strike would engender. The discharged men at Chicago were reinstated; and the work or organization continued among the telegraphers. Soon thereafter the 10 per cent increase in salaries, mentioned by Mr. Brooks, was granted. Of course the company could easily afford to give their employees a little of their increased income resulting from the raise in rates; and it has always been my opinion that the 10 per cent granted them was simply a sop calculated to stem the tide of organization.

The Western Union began almost immediately after the granting of this increase a campaign of recovery through the old reliable sliding scale. Union men were discriminated against, as in the case of the chiefs at Chicago, who were offered an additional 15 per cent increase if they would withdraw from the union. Those who did were given the additional 15 per cent, while those who refused were denied the 15 per cent. There were innumerable minor grievances that needed adjustment, which the company slowed no intention of remedying. It showed no desire to deal with the chosen representatives of its employees. There were evidences that the executive officials of the company were being deceived by their subordinates as to the real strength of the organization, and it was finally decided that a show of numbers must be made. To this end, the strike at San Francisco was agreed upon; and the executive committee, sitting at New York, dispatched President Small to the coast for that purpose. Through the traitorous work of a man named Demarest, who had been acting as sort of private secretary and valet to President Small, the Western Union officials were apprised of Small's mission. You will observe that President Clowry's agreement with Dr. Neill was dated June 20, 1907, and that the strike in San Francisco was called on the 21st. This strike would have occurred on the 20th had not President Small, contrary to the instructions of the executive committee, stopped off at Chicago en route to see his wife who was sick at the time. It is my opinion that the company, knowing the night that President Small left New York just when the strike was scheduled to take place, timed its negotiations with Dr. Neill in such a way that they would culminate but an hour or two before the strike. While the Clowry-Neill agreement was the greatest concession the Western Union ever made to its employees, the document was replete with equivocations and evasions. "If" was its predominating characteristic. The operators know—and knew that Col. Clowry knew—that there were no "ifs" about the matters referred to in that matter in the agreement, and most of them felt that the company in proposing the agreement were simply marking time in a crisis. Between the ultraconservative East and the ultraradical West was the great intermediate mass of thinkers who, through years of experience with the Western Union's deceit and hypocrisy, considered Col. Clowry's words an insult to their intelligence. They were expecting deeds, not words, and rebelled. While, on its face, it would appear that the telegraphers bolted an agreement, it must be considered that Deputy President Konenkamp was given but a few hours in which to act, and that those few hours were almost wholly consumed in an endeavor on his part to secure the sanction of President Small to the signing of the agreement. Had Mr. Konenkamp been granted three or four days in which to learn the sentiment of the Western Union employees as a whole, I am

fully convinced in my own mind that he would never have put his signature to that document.

The details of the strike and what has followed has been or will be fully covered by others and I shall not impose upon your time further in regard thereto.

I wish to refer briefly to some of the testimony given here. First, as an instance of the Western Union's system of rewarding its faithful servants, or rather its nonrewarding, I would call your attention to the testimony of President Carlton, wherein he states that he entered the service of the Western Union—his first experience in the telegraph business—in December, 1910. His salary in the position he now holds is \$35,000 per annum, while Vice President Brooks, who, as he testified, has been in the service of the company since 1871, in almost every capacity, receives but one-third that amount. Verily, it appears that not only the operators but the vice president is underpaid. Mr. Brooks has forgotten more about the telegraph business than Mr. Carlton will ever know, yet the board of directors, representing the financial interests, supersedes Mr. Brooks with a man who has spent his life in other pursuits. Still the company would stir the ambitions of the mere operator with that time-worn phrase, "There's always room at the top for the right man."

Mr. Carlton prates of "a representative body of competent employees of the Western Union Telegraph Co." as an organization with which his company might deal. I ask, how can such an organization be created when the company opposes with its discharging and black-listing power every effort of its telegraphers to form such an organization? Such arguments, in view of the historical facts in the case, are hypocritical to say the least. Let the Western Union remove the embargo against organization among its employees and the latter will form a responsible union within a surprisingly short time. The forming of such an association at this time would include many of the veterans of 1907, men of experience in union matters, who could be relied upon for good counsel; but defer reorganization for another decade and the union that will be formed then, as one will eventually obtain, no matter what the course of the company may be, will be composed principally of a new generation, inexperienced and headstrong, that will no doubt repeat the performances of preceding generations; and I venture the prediction that unless the Western Union does permit its employees to organize and does deal with them courteously and righteously the stories of 1870, 1883, and 1907 will be reenacted within the next 10 or 15 years, perhaps earlier.

Mr. Carlton, in endeavoring to offset the higher salaries paid telegraphers prior to the Western Union's monopoly, stated that the men did more work in those days, handling as high as 900 messages per day. Now, I do not believe that the gentleman wanted to deceive this commission, and attribute his assertion to lack of authentic information and unfamiliarity with the telegraphic business. Like himself, I have found the memories of some of the telegraphers of those days who still live somewhat shady, and have not relied upon them entirely for my information. I have dug into the printed archives of half a century ago and brought forth the facts as they were written down at the time. I have found not a few mentions of what was considered in those times very fast telegraphy. Here is one "record" set down in the Telegrapher, of July 15, 1865: "Five hundred and fourteen messages were received in Boston, on July 10, from the gold room, New York, and 63 sent, a total of 577, between 9 a. m. and 6 p. m. This is probably the largest business ever transmitted over one Morse wire in nine hours." I choose this one because it is the greatest "record" I discovered. When it is considered that at that time no telegraphic ciphers were in use, that all the words in the messages were understandable, and that for the most part these 577 messages consisted of short gold quotations, the accomplishment pales into insignificance beside the work performed on Mr. Carlton's "premium" wires of to-day. The records made at telegraphic contests in those days did not approach the daily average on the fast wires of either company to-day. The press telegrapher of the present generation who did not do better than the "miraculous" performances recorded in the ancient days would last about as long as the proverbial snowball in the infernal regions. I dare say Mr. Brooks would not indorse President Carlton's statements that the telegraphers performed more service 40 or 50 years ago than they do to-day. And, aside from that question, there were no multiplex systems in those days; all wires were worked "single" then. Now, the capacity of a wire duplexed is increased 75 per cent, and more than doubled by quadruplexing, which increases in like proportion the company's income from that wire.

Mr. Carroll was, I believe, questioned as to why the company maintained a school for the increasing of the supply of telegraphers when, according to his testimony, the company could dispense with many of the men on the extra lists in his district, and I could almost detect crocodile tears of sympathy in his eyes as he graciously asked, "Shall we say to those desirous of learning a trade 'Thou shalt not'?" He neglected to inform us that his company and the schools that flourish with the tolerance of the company solicit these students, and that the outside schools in particular misrepresent the actual conditions in pointing out to the prospective student the advantages of learning telegraphy. Nor did he explain that the Western Union has never had any hesitancy in saying to those who had spent several years in learning in becoming proficient in the art 'Thou shalt not' work at your trade.

In this connection permit me to submit a clipping¹ from the Brooklyn Standard Union of January 31, 1915, which constitutes a reading notice for the Brooklyn School of Telegraphy, which is located in the same building with and is ostensibly an adjunct to the Western Union Telegraph Co.'s office in that city, together with a letter I directed to the editor of the newspaper mentioned concerning the same. No reply was received regarding my offer to insert a paid advertisement in its columns.

Mr. Carroll also intimated that whereas the union had condemned split tricks in the past, it now condemned him for abolishing the split tricks. True, the union is opposed to split tricks for the very reasons that Mr. Carroll recites against them; but two wrongs do not make one right, and when the company is abolishing a seven-and-a-half-hour split trick, inaugurates in its stead a straight nine-hour trick, covering approximately the same working hours, there is serious objection. While, as Mr. Carroll states, there are perhaps no straight tricks ending at a later hour than 7:30 p. m. in Chicago, I beg to inform him that in New York there are such tricks ending as late as 10 p. m., which spoil both afternoon and evening as far as any pastime or recreation is concerned. I sincerely hope that the split trick will be eternally abolished; but a telegrapher should be permitted to have either the afternoon or the evening off duty in which to follow some pursuit of happiness.

As Mr. Brooks truthfully says, the matter of handling grievances, arranging hours of service, adjusting salaries and conserving the best interests of both the company and its employees is a big problem, and it will never be satisfactorily solved while a cold-blooded, dollar-mad board of directors dictates every policy of the company and forbids the employees one word in the direction of affairs telegraphic.

In conclusion, I desire to say that I believe this commission is doing a great work and that, as at present constituted, it should be perpetuated with a view to continually investigating the industrial relations of this country and in recommending to Congress the passage of such laws as become necessary for the protection of the workers.

POWERS EXHIBIT.

Sick benefits paid to members of P. T. E. A. in Chicago main operating department from March 1, 1914, to March 31, 1915 (149 active members).

Name.	Period.	Amount.
E. J. Allman.....	March 1 to 8, 1915.....	\$4.57
M. B. Asmussen.....	October 30 to November 16, 1914.....	7.28
A. B. Carroll.....	June 4 to August 22, 1914.....	172.50
Ruth Clay.....	January 30 to March 6, 1915.....	240.40
A. G. Cooper.....	December 3 to 14, 1914.....	5.92
M. E. Cozzens.....	January 5 to 25, 1915.....	21.92
A. G. Drake.....	February 9 to March 9, 1915.....	48.44
F. W. Goulden.....	January 7 to February 11, 1915.....	21.60
Miss T. Hawley.....	February 26 to March 29, 1915.....	30.75
C. R. James.....	November 30 to December 14, 1914, and January 2 to 16, 1915.....	19.28
Maud Molden.....	May 18 to June 1, 1914.....	13.20
Benj. Moline.....	August 21 to 30, 1914, and March 26 to April 17, 1914.....	14.80
F. C. Schmaekel.....	June 1 to 15, 1914.....	8.64
Geo. Smallbone.....	September 14 to October 15, 1914.....	69.09
Roy M. Wood.....	March 18 to 29, 1915.....	14.13
L. B. Marcy.....	September 1 to 16, 1914.....	14.60
F. J. Wilbee.....	March 26 to April 2, 1914.....	4.38
R. V. Fray.....	April 2 to 20, 1914.....	8.65
Total.....		520.75

¹ Not printed.

² Still continued.

Benefits paid members outside of the operating department at Chicago.

Rose Muller.....	June 8 to 22, 1914.....	\$3.74
Anna Bruton.....	March 9 to April 11, 1914.....	12.70
J. L. Carroll.....	July 17 to August 31, 1914.....	22.76
Total.....		39.20

Death benefits paid in Chicago in 1913.

Thomas H. Lukins ¹	\$200
Charles F. Parker, Jr.....	50
Jacob Wurzburg.....	200
Total.....	450

T. N. POWERS.

RUSSELL EXHIBIT NO. 1.

Supplementary list, May 1, 1913.

Name.	Address.	Occupation.	Reason.
Adams, A. H.....	Buffalo, N. Y.....	Operator.....	Cause.
Andrews, John.....	Chicago, Ill.....	do.....	Do.
Beck, Geo.....	do.....	do.....	Do.
Bennett, Chas.....	Pittsburgh, Pa.....	do.....	Cause (flagging—right name unknown).
Bisco, W. C.....	do.....	do.....	Cause.
Black, Geo. W.....	Nashville, Tenn.....	do.....	Do.
Brenen, Carl.....	St. Louis, Mo.....	do.....	Do.
Brierton, Matthew J.....	San Francisco, Cal.....	do.....	Do.
Caldwell, Dude.....	Kansas City, Mo.....	do.....	Do.
Cooley, James.....	Buffalo, N. Y.....	do.....	Do.
Davis, H. A.....	do.....	do.....	Do.
Dawe, Robert.....	New York City.....	do.....	Do.
Dillen, G. W.....	do.....	do.....	Do.
Dudley, Robert.....	do.....	do.....	Do.
Englesby, John.....	Chicago, Ill.....	do.....	Do.
Gallagher, J. T.....	New York City.....	do.....	Do.
George, Harry.....	Buffalo, N. Y.....	do.....	Do.
Gill, Wm. S.....	New York City.....	do.....	Do.
Graebel, Joe.....	Chicago, Ill.....	do.....	Do.
Greenar, J. B.....	New York City.....	do.....	Do.
Haves, Charles, alias Bob Haynes.....	Chicago, Ill.....	do.....	Do.
Heady, D. B.....	New York City.....	do.....	Do.
Johnson, L. C.....	do.....	do.....	Do.
Joyce, E. M.....	do.....	do.....	Do.
Kellog, Frank.....	Buffalo, N. Y.....	do.....	Do.
Kline, Frank.....	do.....	do.....	Do.
Laps, F. W.....	New York City.....	do.....	Do.
Leddy, C. E.....	do.....	do.....	Do.
Leigh, Chas, alias L. L. Probst.....	do.....	Organizer.....	Do.
Marks, Frank.....	Rochester, N. Y.....	Operator.....	Do.
Martin, Fred.....	Buffalo, N. Y.....	do.....	Do.
McClain, Harry.....	do.....	do.....	Do.
McCune, H. E.....	Rochester, N. Y.....	do.....	Do.
McFadden, F. J.....	New York City.....	do.....	Do.
McPerson, James.....	Buffalo, N. Y.....	do.....	Do.
McKenzie, B. G.....	New York City.....	do.....	Do.
Murphy, Miss M.....	Buffalo, N. Y.....	do.....	Do.
Pastrol, M. C.....	New York City.....	do.....	Do.
Payne, Eddie.....	do.....	do.....	Do.
Pierce, Howard.....	Buffalo, N. Y.....	do.....	Do.
Powers, Ralph B.....	Pittsburgh, Pa.....	Organizer.....	Do.
Probst, L. L., alias Chas. Leigh.....	New York City.....	do.....	Do.
Riley, Jim.....	do.....	Operator.....	Do.
Roch, C.....	Chicago, Ill.....	do.....	Do.
Rogers, R. R.....	New York City.....	do.....	Do.
Roller, Dick.....	Chicago, Ill.....	do.....	Do.
Ryder, Cora, Mrs.....	Buffalo, N. Y.....	do.....	Do.

¹Also paid \$202.40 sick benefits.

RUSSELL EXHIBIT NO. 1—Continued.

Supplementary list, May 1, 1913—Continued.

Name.	Address.	Occupation.	Reason.
Shadd, Guy.....	Pittsburgh, Pa.....	Operator.....	Cause (flagging—right name unknown).
Silverstein, Mr. H.....	New York City.....	do.....	Cause.
Simpson, Chas.....	Chicago, Ill.....	do.....	Do.
Snyder, J. H.....	Niagara Falls.....	do.....	Do.
Thomas, George.....	Buffalo, N. Y.....	do.....	Do.
Trinit, W. J.....	New York City.....	do.....	Do.
Warren, Orville E., alias O. E. Warner.....	Salt Lake City, Utah.....	do.....	Do.
Wilson, T. E.....	New York City.....	do.....	Do.
Willoughby, A. J.....	Memphis, Tenn.....	do.....	Do.
Wilson, B. F.....	New York City.....	do.....	Do.
Wilson, D. G.....	Nashville, Tenn.....	do.....	Do.
Wilson, E. F.....	Detroit, Mich.....	do.....	Do.
Wilson, E. F.....	Chicago, Ill.....	do.....	Do.
Wilson, J. Allen.....	Pittsburgh, Pa.....	do.....	Do.
Wilson, J. F.....	Salt Lake City, Utah.....	do.....	Do.
Wilson, M. L.....	Oklahoma City, Okla.....	do.....	Do.
Wilson, F. J.....	Helena, Mont.....	do.....	Do.
Wilson, R. A.....	Little Rock, Ark.....	do.....	Do.
Wilson, W. F.....	Salt Lake City, Utah.....	do.....	Do.
Winn, J. M.....	Kansas City, Mo.....	do.....	Do.
Winn, C. F. (Wynne).....	do.....	do.....	Do.
Wirick, R. G.....	Spokane, Wash.....	do.....	Do.
Withler, S. A.....	San Francisco, Cal.....	do.....	Do.
Wogreen, W. F.....	New York City.....	do.....	Do.
Wolver, H. C.....	Bellingham, Wash.....	do.....	Do.
Wolford, Alva.....	Columbus, Ohio.....	do.....	Do.
Wolover, H. C.....	Bellingham, Wash.....	do.....	Do.
Wonnell, W. C.....	Altoona, Pa.....	do.....	Do.
Wood, A. L.....	Minneapolis, Minn.....	do.....	Do.
Wood, H. F.....	Everett, Mass.....	do.....	Do.
Wood, J. W.....	Albany, N. Y.....	do.....	Do.
Wood, T. E.....	Kansas City, Mo.....	do.....	Do.
Wood, W. W.....	Hartford, Conn.....	do.....	Do.
Woolard, C. M.....	New York City.....	do.....	Do.
Wooten, A. L.....	Augusta, Ga.....	do.....	Do.
Wooten, Wm.....	Los Angeles, Cal.....	do.....	Do.
Worrell, W. C.....	New York City.....	do.....	Do.
Wrattor, Geo. E.....	Portland, Oreg.....	do.....	Do.
Wray, W. S.....	Seattle, Wash.....	do.....	Do.
Wright, E. E. (E.).....	do.....	do.....	Do.
Wright, J. W.....	Duluth, Minn.....	do.....	Do.
Wright, L. H.....	Nashville, Tenn.....	do.....	Do.
Wyhart, J. B.....	New York City.....	do.....	Do.
Wynn, F. T. (Winn).....	St. Louis, Mo.....	do.....	Do.
Wynne, O. B. (or O. E. Winn).....	Kansas City, Mo.....	do.....	Do.
Yelle, R. M.....	Pittsburgh, Pa.....	do.....	Do.
Yoell, W. A.....	New York City.....	do.....	Do.
York, W. C.....	Pittsburgh, Pa.....	do.....	Do.
Yorker, Sadie V.....	New York City.....	do.....	Do.
Youman, A.....	Nashville, Tenn.....	do.....	Do.
Young, Chas.....	New York City.....	do.....	Do.
Young, W. B.....	Detroit, Mich.....	do.....	Do.
Young, W. S.....	Goyans, Md.....	do.....	Do.
Young, W. T.....	Los Angeles, Cal.....	do.....	Do.
Youngs, B. L.....	Spokane, Wash.....	do.....	Do.
Zimmerman, F. E.....	Salem, Oreg.....	do.....	Do.
Zimmerman, O. H.....	Oklahoma City, Okla.....	do.....	Do.

Total of 1,709 names.

Corrections:

Leonard, W. V., should read Leonard, A. V.

Martin, W. H., should read Martin, W. R.

O'Brien, W. H., should read O'Brioy, W. H.

Taylor, A. E., should read Tayler, A. E.

New York, March 1, 1913.

RUSSELL EXHIBIT NO. 2.

STATE OF ILLINOIS.

County of Cook, ss:

George C. Roderick, being first duly sworn, deposes and says that the documents described in the list attached hereto and hereby expressly made a part hereof are the original letters, memoranda, expense accounts, etc., of or from

Theodore P. Cook, general superintendent of the western division, Western Union Telegraph Co.; R. M. Shoemaker, chief special agent of the Western Union Telegraph Co.; William J. Lloyd, division traffic superintendent of the Western Union Telegraph Co.; Thomas W. Carroll, division traffic superintendent of the Western Union Telegraph Co.; and others received by this affiant in the course of his employment as special agent of the Western Union Telegraph Co., extending over a period from, to wit, January 2, 1912, to March 15, 1913. This affiant further says that the Belvidere Brooks referred to in a separate statement made by this affiant and in the documents heretofore mentioned herein is the general manager of the Western Union Telegraph Co., with headquarters at New York City, N. Y.; that the initials T. P. C. are those of the said Theodore P. Cook, and that the initials or signature where it occurs in handwriting is that of the said Theodore P. Cook; that the initials W. J. L. are those of William J. Lloyd, and the signature or initial where it occurs in handwriting is that of the said William J. Lloyd; that the initials R. M. S. are those of R. M. Shoemaker, and the signature or initial where it occurs in handwriting is that of the said R. M. Shoemaker; that the initials T. W. C. are those of Thomas W. Carroll, and the signature or initial where it occurs in handwriting is that of the said Thomas W. Carroll; that this affiant is well acquainted with the handwriting of each of the aforesaid persons, and is willing to testify under oath that the said letters and memoranda came from the aforesaid persons, and that the signatures thereto are the genuine signatures of the aforesaid persons.

This affiant further says at the nature of his employment with the Western Union Telegraph Co. as special agent was to secure information concerning the Commercial Telegraphers' Union of America, the movements of its officers, the names of its members, and to prevent employment of members of said union by the said Western Union Telegraph Co.; that these letters, memoranda, etc., mentioned in the said list have been voluntarily and without force or duress turned over to the international secretary-treasurer, Wesley Russell, of the Commercial Telegraphers' Union of America, for the purpose of giving a true and accurate account of his work as said special agent of said company; that the aforesaid letters, memoranda, etc., are those referred to in an affidavit of this affiant wherein he makes a detailed statement of his acts as the special agent of the said Western Union Telegraph Co.

GEORGE C. RODERICK.

Subscribed and sworn to before me this 15th day of August, A. D. 1913.

JOHN C. DE WOLFE,

Notary Public, Cook County, Ill.

PULLMAN EMPLOYEES

(For exhibits under this subject, see pages 9693 to 9695)

COMMISSION ON INDUSTRIAL RELATIONS.

CHICAGO, ILL.,

Monday, April 5, 1915—10 a. m.

Present: Chairman Walsh, Commissioners O'Connell, Ballard, and Aishton.

Chairman WALSH. I would like to announce to the witnesses that we will begin promptly at 10 o'clock in the morning and we will adjourn at 12.30, reconvene at 2 o'clock and adjourn at 4.30. Those hours may be depended upon by the witnesses. I would also like to say that all the witnesses subpoenaed to appear here to-day will remain in attendance without further notice until they are called.

The first witness, I believe, is Mr. Hungerford. Mr. Hungerford will please take the chair.

TESTIMONY OF MR. L. S. HUNGERFORD.

Chairman WALSH. Please state your name.

Mr. HUNGERFORD. L. S. Hungerford.

Chairman WALSH. What is your business, please, Mr. Hungerford?

Mr. HUNGERFORD. General manager of the Pullman Co.

Chairman WALSH. Where is your office?

Mr. HUNGERFORD. In the Pullman Building.

Chairman WALSH. I wish you would briefly state the general organization of the Pullman Co.—that is, as to its officers.

Mr. HUNGERFORD. They have executive officers, the president, two vice presidents—

Chairman WALSH (interrupting). Please give the names.

Mr. HUNGERFORD. Our president is Mr. J. S. Rummells. We have, of course, as chairman of the board, Mr. Robert T. Lincoln. Mr. J. S. Rummells is the chief executive officer, Mr. Le Roy Kramer vice president, and Mr. Richmond Dean vice president.

Chairman WALSH. Proceed, please, Mr. Hungerford.

Mr. HUNGERFORD. We have an assistant general superintendent and we have representatives throughout the country that have immediate jurisdiction over the service in their territory.

Chairman WALSH. Just describe them, please; that is, you have a district superintendent—you have a division superintendent first, do you?

Mr. HUNGERFORD. No. We have no division superintendents. We have what we term "superintendents."

Chairman WALSH. How many have you in the United States?

Mr. HUNGERFORD. We have four of those.

Chairman WALSH. And where are they located, and their names?

Mr. HUNGERFORD. St. Louis, San Francisco, Philadelphia, and New York.

Chairman WALSH. And their names, please.

Mr. HUNGERFORD. F. L. Wood, at San Francisco; Mr. F. E. Cook, St. Louis; Mr. J. T. Ransom, Philadelphia; Mr. A. J. Grant, in New York. Then the territory is subdivided into district superintendents, so termed.

Chairman WALSH. The number of your directors, please.

Mr. HUNGERFORD. I don't know just how many we have got at the present time. We had some vacancies. Whether they have been filled at the last meeting or not I don't know.

Chairman WALSH. How many do you have when the board of directors is full?

Mr. HUNGERFORD. I don't know what they number; I think about 11. I will not state positively.

Chairman WALSH. Do you know the names of them?

Mr. HUNGERFORD. I know the names of some of them.

Chairman WALSH. Give the names of all you know.

Mr. HUNGERFORD. Mr. Keep, Mr. Morgan, Mr. Runnells, Mr. Baker, Mr. Lowden, Mr. Webb. Those are all that occur to me just now.

Chairman WALSH. And the chairman of the board is Mr. Robert T. Lincoln?

Mr. HUNGERFORD. Yes.

Chairman WALSH. How frequently does that board meet?

Mr. HUNGERFORD. I can not tell you that; I have nothing to do with the executive matters, and do not give them any particular attention.

Chairman WALSH. Please state as concisely as possible your connection with the Pullman Co., when you started, and the positions you have filled.

Mr. HUNGERFORD. I entered the service of the company in 1886; I went in a new position that was created—I was chief clerk to a newly created position, the position of general agent, so termed. It did not last a great while, and I was then—I then became connected with the general superintendent's office. I was assistant to the assistant general superintendent, and afterwards assistant general superintendent, then general superintendent, and at the present time I am general manager, that taking effect on the 1st of April.

Chairman WALSH. On the 1st of April of this year?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Prior to that time your position was what?

Mr. HUNGERFORD. General superintendent.

Chairman WALSH. Are you in charge of the car service department of your company?

Mr. HUNGERFORD. I have general supervision of the service throughout the country, the operation of the cars and matters with the roads using the cars in connection therewith.

Chairman WALSH. How many conductors are there in the employ of the Pullman Co.?

Mr. HUNGERFORD. We have approximately 2,500. We have not that many just at the present time, because the business has decreased.

Chairman WALSH. How many porters do you have in the employ of the Pullman Co.?

Mr. HUNGERFORD. About 6,500.

Chairman WALSH. What is the wage scale for conductors?

Mr. HUNGERFORD. They enter the service—when they enter the service they are paid at the rate of \$70 per month for the first six months, then \$75 to \$80 the first year; two years \$85, five years \$90, 10 years \$95. Those employed on special limited trains are paid at the rate of \$100.

Chairman WALSH. How many special limited trains have you? How many are thus employed?

Mr. HUNGERFORD. I could not give you that exactly. I can recite some of them in a general way, and give the territory, if you like.

Chairman WALSH. Have you compiled a statement, Mr. Hungerford, that will give the number of conductors that you have on those various scales?

Mr. HUNGERFORD. No, sir; I have not.

Chairman WALSH. How many \$70 a month conductors have you now?

Mr. HUNGERFORD. I could not tell you that.

Chairman WALSH. Who could give that information?

Mr. HUNGERFORD. It would have to be prepared; I presume Mr. Davis could give that.

Chairman WALSH. Will you have that prepared and give it to the commission?

Mr. HUNGERFORD. I will speak to him about it.

(The information sought was later submitted and appears among the exhibits at the end of this subject as "Hungerford Exhibit No. 1.")

Chairman WALSH. Can you tell approximately how many you have on at the different month's pay; that is, \$70, \$75, \$80, \$85, \$90, and \$100?

Mr. HUNGERFORD. I can say to you that we have 50 per cent—that 50 per cent of the men, both conductors and porters, are 10 years in the service. Let me correct that—5 years in the service. We have some 600—some conductors that are 10 years in the service, and I think some 1,600 porters that are 10 years in the service.

Chairman WALSH. What is the wage scale for porters?

Mr. HUNGERFORD. The minimum wage scale is \$47.50 a month; that is, unless they have been 15 years in the service, then they get a 5 per cent addition that brings it up to \$28.87, and I think—

Chairman WALSH (interrupting). What is the wage scale for porters?

Mr. HUNGERFORD. I have been corrected; I inadvertently said that the porters received \$47.50 a month—if I said that it was an inadvertence, I should have said \$27.50.

Commissioner O'CONNELL. What was it, \$27.50?

Mr. HUNGERFORD. Yes. After 15 years in the service they receive a 5 per cent increase, making it \$28.87.

Chairman WALSH. After how many years?

Mr. HUNGERFORD. Fifteen years. Porters employed in parlor-car service receive \$32.25 a month, and after 15 years \$33.86. Porters employed in tourist-car service receive \$36.75 a month, and after 15 years \$38.59. Porters operating in charge or on combined cars, \$42 a month, and after 15 years, \$44.10. Those employed in private cars receive \$47.25 a month, and after 15 years \$49.61.

Chairman WALSH. When were the salaries of car-service employees last changed?

Mr. HUNGERFORD. I think in 1911 that an advance was made of conductors and porters generally; it was June, 1913, that the 15-year men received the increase of 5 per cent.

Chairman WALSH. Was that the change made in 1911?

Mr. HUNGERFORD. No.

Chairman WALSH. Please state when that was.

Mr. HUNGERFORD. The general increase was made in 1911.

Chairman WALSH. What was that general increase?

Mr. HUNGERFORD. The porters received an increase—the porters that previously received \$25 a month were increased 10 per cent; it was rated up to the \$42 men and they got a 5 per cent increase and the \$40 men received an increase of 5 per cent. The conductors who had been in the service two years or over received an increase of \$5 a month.

Chairman WALSH. Was that the total increase? Have you stated all the details of the increase of 1911?

Mr. HUNGERFORD. I think so.

Chairman WALSH. Is there a bonus system in operation with the Pullman Co.?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. What is it?

Mr. HUNGERFORD. I might read to you these various bonuses in different arrangements.

Chairman WALSH. Very good.

Mr. HUNGERFORD. A month extra pay is granted all car-service employees who after one year's service have a clear record during the calendar year. By "clear record" that does not mean entirely free from demerits, but if assessed demerits they can be worked off by good service for various periods during the remaining portion of the year. During the year 1913 this extra month pay was granted to 79 per cent of the conductors, and 65 per cent of the porters, and during the year 1914 to 83 per cent of the conductors and to 74 per cent of the porters.

Employees in the service over 15 years are granted a 5 per cent increase in pay as a reward for long service. In 1913, 253 conductors and 593 porters received this increase, and in 1914, 277 conductors and 644 porters received the increase.

All employees in the service over 10 years are furnished with two new uniforms a year at the expense of the company.

At the important terminals sleeping quarters are furnished free, either through the use of old-style cars or in rented rooms.

Voluntary associations of employees for death benefits have been organized among the employees, operated entirely by themselves, but the company adds a bonus of 5 per cent to each death claim. For instance, in our conductors' voluntary association there are, approximately, fourteen hundred and fifty members who assess themselves \$1 for each death; the company then adds \$72.50 to the amount raised.

The company maintains a relief bureau at its own expense, without any contribution from the employees, which is more liberal than any other system maintained by the large employers of labor. Under it, employees are granted either full or half pay, according to the length of time of service, when they are sick or disabled, or when injury or death results from their employment or not.

It also maintains a pension system, at its own expense, modeled along liberal lines and has in many instances made allowances beyond those provided for in the pension rules.

Chairman WALSH. Describe the system of book suspensions, stating the offenses for which the various degrees of suspensions are given.

Mr. HUNGERFORD. We have what is called book suspension. Under the old method of actual suspension they lost pay. These suspensions are made for derelictions of duty, principally in attention to passengers and disregard of regulations that have been made for the protection of the traveling public. No suspension is made for less than 5 days or for a greater length of time than 15 days. For the ordinary dereliction they receive a reprimand. A reprimand can be erased—is erased after 3 months of subsequent clear service. It is erased in the same manner after 6 months—that is, a 5-day book suspension is erased—and the record is then clear. After 9 months a 10-day book suspension is erased and a 15-day suspension is wiped out in a year.

Chairman WALSH. Have you given us the different derelictions for which these suspensions are made?

Mr. HUNGERFORD. Well, I don't know that I have given them to you in detail.

Chairman WALSH. I wish you would, as briefly as you can, and state all the offenses.

Mr. HUNGERFORD. I could not give them to you without—that is, complete—our chief service inspector can give that, and I believe that he has been subpoenaed.

Chairman WALSH. Is it written?

Mr. HUNGERFORD. Yes.

Chairman WALSH. That is, they are all written out?

Mr. HUNGERFORD. Yes. They are written out; that is, we have a list of the suspensions, so as to have general uniformity.

Chairman WALSH. Have you a list of the offenses?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Are they contained in the book of rules given to employees?

Mr. HUNGERFORD. They are not.

Chairman WALSH. How is notice of those offenses served on the employees?

Mr. HUNGERFORD. At the time the matters are taken up with each one.

Chairman WALSH. Don't they have any notice beforehand as to what is considered an offense that can be punished by a suspension?

Mr. HUNGERFORD. I think they all know pretty well. I can not say that any special circular has ever been issued to employees showing that.

Chairman WALSH. How many suspensions and what duration as to time are required to deprive a man of his bonus?

Mr. HUNGERFORD. I think I have explained that. They have to have a clear record for the calendar year. If an employee has committed an offense that calls for penalty of 10 days' suspension it takes 9 months to work it off.

Chairman WALSH. That answers that fully, does it?

Mr. HUNGERFORD. I think so. I think it does. As I said before a 5-day suspension is erased in 6 months, and a reprimand in—

Chairman WALSH (interrupting). The 5-day suspension in 6 months?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Now, proceed with that. I am trying to get it in my mind.

Mr. HUNGERFORD. A reprimand—I will go over that. A reprimand is erased after 3 months' subsequent perfect service. A 5-day book suspension is erased after 6 months' perfect service. A 10-day book suspension after 9 months, and 15 days after a year. After they have been erased their record then becomes clear after those periods.

Chairman WALSH. Is the rule in regard to this a fixed rule which is applied to the entire country?

Mr. HUNGERFORD. It is.

Chairman WALSH. Or is the district superintendent allowed to make any rules in respect to those matters?

Mr. HUNGERFORD. Not at all.

Chairman WALSH. Has your attention ever been called to the alleged fact that the district superintendent did make rules or vary the rule that you have given?

Mr. HUNGERFORD. I don't think it has. There have been some cases, yes, where they have in their—in the exercise of their judgment made departures from our established practice and had to be corrected. We desire, of course, to keep the service uniform throughout the country.

Chairman WALSH. Is it the intention of the company to have it uniform?

Mr. HUNGERFORD. To have it uniform throughout the country.
Chairman WALSH. And if the superintendent departs from it, it is not a matter of discharge—

Mr. HUNGERFORD (interrupting). It is not. Of course, everybody carrying on a big business is liable to make errors in judgment.

Chairman WALSH. Now, I want to ask you this question: State what petitions have been received during the past 10 years from conductors or porters asking about increased pay or complaining about the conditions under which they worked.

Mr. HUNGERFORD. I don't know of any petitions from the men for increased pay. I do know that there was some alleged petition gotten up by some persons that we had reasons to believe—we were not positive, but we thought somebody outside was interested in the matter and got up a printed form and distributed it around in the district offices in the conductors' rooms and for signatures, with the request that when they were filled in they be forwarded—I think the last one—to the president of the company.

Chairman WALSH. Well, were those forms filled in and were they forwarded to the company?

Mr. HUNGERFORD. Yes, sir; some of them.

Chairman WALSH. Do you know how many men signed them?

Mr. HUNGERFORD. I do not.

Chairman WALSH. Who would know how many men signed them?

Mr. HUNGERFORD. Well, I don't know. Some of them did not bear many signatures; some of them had more. I don't know.

Chairman WALSH. What was done with the petitions?

Mr. HUNGERFORD. Well, I think they were turned over to our vice president, the present vice president, then general manager.

Chairman WALSH. Who is that?

Mr. HUNGERFORD. Mr. Dean—Mr. Richmond Dean.

Chairman WALSH. Mr. Dean?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And did they ever come before the board of directors?

Mr. HUNGERFORD. I can't say as to that.

Chairman WALSH. Did they ever come before the president of the company?

Mr. HUNGERFORD. I can't say as to that. That would be a matter he would have to answer.

Chairman WALSH. That who would have to answer?

Mr. HUNGERFORD. Mr. Dean, who was then general manager, and, of course, what he did with it would not be for me to question.

Chairman WALSH. Have you ever met a grievance committee from time to time of the car-service employees?

Mr. HUNGERFORD. I have not. They have never presented themselves; not to me, and I don't know that they have to anybody else.

Chairman WALSH. What provision is made by which the men can submit complaints or grievances to the higher officers of your company?

Mr. HUNGERFORD. I think it is generally understood by all of them that the offices are open to them any time. I know mine is. I have never turned down a conductor or a porter.

Chairman WALSH. Do you receive complaints and grievances from them?

Mr. HUNGERFORD. We have not received a great many; no, we have not. We would receive them.

Chairman WALSH. You would receive them?

Mr. HUNGERFORD. Yes; we receive them very gladly.

Chairman WALSH. Well, do you recall ever having had them?

Mr. HUNGERFORD. I don't recall.

Chairman WALSH. You are the general manager, are you, Mr. Hungerford?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. And who is next under you?

Mr. HUNGERFORD. Well, our assistant general superintendent comes next.

Chairman WALSH. Then—

Mr. HUNGERFORD (interrupting). Mr. Bostwick—F. M. Bostwick.

Chairman WALSH. Has Mr. Bostwick ever reported to you that he has received complaints or grievances from employees?

Mr. HUNGERFORD. He has not.

Chairman WALSH. Have you ever inquired from him whether there was any general or widespread grievances among employees?

Mr. HUNGERFORD. Oh, I would not inquire from him. If any matter of that kind occurred, it would not necessarily be brought to his attention.

Chairman WALSH. A form has been furnished to the commission, which I will submit to you, Mr. Hungerford, and I will ask you if that is the form in general use when a conductor is discharged?

Mr. HUNGERFORD. Yes; I think it is.

Chairman WALSH. It reads:

"As your performance of the duties of the position has not been satisfactory to officials of this company, your services as conductor will not hereafter be required."

That is the form, is it?

Mr. HUNGERFORD. Yes, sir; that is the form.

Chairman WALSH. Do you or not have any appeals from conductors who are discharged alleging that they are not treated fairly?

Mr. HUNGERFORD. Oh, we have a great many inquiries. We have them call and ask for reinstatement or are desirous of getting back. And they are all heard and listened to if they come to me, and I think by all our people, so far as I know.

Chairman WALSH. In the investigation made by the commission statements are made by our investigators that it is stated that frequent complaints are made by the men who have been in the employ of your company that they are never told why they are discharged and can get no satisfaction when they try to investigate their cases. Is that correct?

Mr. HUNGERFORD. Well, I can not say as to that. I do know that we keep a very careful supervision over the service, which is necessary. Our service is made up of small details and requires a constant surveillance. When it is found that a man is not fitted for the service, or for other reasons, he is simply retired.

Chairman WALSH. And no reason given him other than that on the slip?

Mr. HUNGERFORD. That is the principal—that is the slip.

Chairman WALSH. Well, when they object for any reason or desire to know why they are discharged—say, a man has been in the service for a great length of time—is there any information given?

Mr. HUNGERFORD. Oh, yes.

Chairman WALSH. Any definite, particular information?

Mr. HUNGERFORD. Very frequently; yes, sir. Of course, it all depends on the circumstances. If they write me, I always communicate with them. I do not think anybody will say they have not received any word from me.

Chairman WALSH. How many of those complaints do you get in your office, would you say, in a year, that come directly to you?

Mr. HUNGERFORD. I couldn't say that; that would be a matter of probably—oh, I suppose—

Chairman WALSH (interrupting). Do you recall having met any conductors who have been discharged, say, during the past 12 months, that have come to you personally?

Mr. HUNGERFORD. Oh, I think it is safe in saying that I have; yes; but I can not recall any particular person.

Chairman WALSH. Do you recall any particular instance?

Mr. HUNGERFORD. No; I do not.

Chairman WALSH. Do you have a yellow slip which you use in discharging men, or any different color from the white slip such as I have handed to you there?

Mr. HUNGERFORD. That is the only one that I know of.

Chairman WALSH. Have you heard of the use of any other in your company?

Mr. HUNGERFORD. I have not.

Chairman WALSH. Now, what has been and is now the attitude of your company toward the organization of its car-service employees?

Mr. HUNGERFORD. Well, I can not answer that because I have never been met with the question.

Chairman WALSH. Do you have any position on the matter yourself?

Mr. HUNGERFORD. Well, that would be a pretty hard thing to say—a good deal like a man figuring what he would do in case his house caught fire. It generally breaks out at another section and he does not do what he intended. I can not say exactly. Circumstances would govern.

Chairman WALSH. Is your company opposed to the organization of its employees into what might be called unions or associations to present their grievances collectively to the company?

Mr. HUNGERFORD. That question has not been raised to my knowledge.

Chairman WALSH. Are you yourself opposed to it as the general manager of the company?

Mr. HUNGERFORD. I do know that we have no—made no distinction, whether a man is connected with an order when he enters our service. That question has never been raised. I can say that.

Chairman WALSH. Has any effort been made, to your knowledge, to organize the conductors or porters in your company's service?

Mr. HUNGERFORD. Oh, there was a so-called federation started two or three years ago. I did not place much reliance on it because I did not think it was founded on good lines. I did not think it represented the men.

Chairman WALSH. What lines was it founded upon?

Mr. HUNGERFORD. Well, it looked to me as if it was more for the personal gain of a few men comparatively new in the service. I inquired into it—I heard it was started—I heard some of the men were making considerable agitation in regard to the matter, and I naturally inquired what brought it about. I could not find that there was any unrest, say, any discontent among the—what you might call our men—representative men of the company. I therefore felt that it was only a question of time when it would fall of its own weight. The matter was not taken up by the company with any of these people, to my knowledge. I think what few—those that did join were mostly of the newer men.

Chairman WALSH. You thought all of the conductors that had been with you some time and all the porters were satisfied with these salaries you have been giving them?

Mr. HUNGERFORD. I won't say that everybody is satisfied, but I think they were contented, and that there was no discontent or unrest.

Chairman WALSH. Why does the company in paying an extra month's salary in the form of a bonus require a clear record of 12 months of the calendar year?

Mr. HUNGERFORD. To stimulate them to render efficient and careful service to the demands of the traveling public.

Chairman WALSH. What percentage of conductors receive the bonus?

Mr. HUNGERFORD. I think I gave you that—79 per cent of the conductors and 69 per cent of the porters in 1913; 83 per cent of the conductors and 74 per cent of the porters in 1914.

Chairman WALSH. Please state the method by which your conductors are employed.

Mr. HUNGERFORD. The conductors—we are in receipt of a great many applications. In fact, I think we have got thousands of them on file now. Those men, generally, where they can, present themselves to representatives at the various points, who interview them, look up the letters that are submitted by them—such letters as they care to submit from people indorsing them, and they are taken up when the vacancies—

Chairman WALSH (interrupting). For the past several years, say the past five or six years, have you always had more applications than you have had vacancies?

Mr. HUNGERFORD. Oh, yes.

Chairman WALSH. And that has been the rule practically all the time?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Well, what training is given conductors—Pullman conductors?

Mr. HUNGERFORD. What training?

Chairman WALSH. Yes.

Mr. HUNGERFORD. That is one thing about our service—it does not require trained men. He does not have to go through any special school. If he is careful, intelligent, and courteous, he will have no difficulty in carrying on the work without any special training. He is allowed 10 days' time in which he receives full pay to go through what we call a course of instruction. We have instructors at various large centers that post him in regard to the detailed duty, and he is sent out on a line with old conductors, and then put on a light line. It is not a difficult position.

Chairman WALSH. About how long would he continue on what you call "a light line"?

Mr. HUNGERFORD. That all depends on the service conditions.

Chairman WALSH. Going back to the question I asked you a while ago, has your company ever discharged a conductor or a porter because he was active in his efforts in trying to form an organization of your employees?

Mr. HUNGERFORD. I know there is one or two of these so-called federated men that were so active in condemning the company's methods, seemed to be so busy forming this union and criticizing the company's methods and stating—threatening—and stating that they would have a position with the organization that would pay them more than the company, I thought it was well to let them devote their entire time to it. As a general—we have not discharged any men—as a general proposition, we knew they were connected with an organization.

Chairman WALSH. Do I gather from that answer that you do discharge men in the employ of your company who are active in trying to form an organization?

Mr. HUNGERFORD. There were one or two of those men—I can't say how many—I know there was one man who was very pronounced in his attitude toward the company, and we told him he had better be retired.

Chairman WALSH. Just one that you recall?

Mr. HUNGERFORD. That is the only one that I recall.

Chairman WALSH. Do you say there were no others or that there might have been others and you not aware of them?

Mr. HUNGERFORD. I think all the others—it would have been on their records generally, as any other conductors—I know there are quite a number of men in the service to-day who are so-called federated men, and we have not discharged them as long as their service record is all right.

Chairman WALSH. Well, are there other men connected with the company that you discharged—

Mr. HUNGERFORD (interrupting). Not to my knowledge.

Chairman WALSH. One of the offenses, I believe, that you enumerate is disloyalty to the company?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Would an employee who sought to have his fellow employees join an organization to redress alleged grievances or complaints—would you consider that disloyalty to the company?

Mr. HUNGERFORD. I would not.

Chairman WALSH. And how are porters employed?

Mr. HUNGERFORD. Porters are employed about the same way as the conductors. They make application to our representative. We have an employment bureau here, though, in Chicago that looks up their records. We have also employed some men in the South.

Chairman WALSH. Is the supply of porters as large proportionately for the places as the supply of conductors?

Mr. HUNGERFORD. Fully as large.

Chairman WALSH. Is the company in touch with any sources of supply, such as training schools for negroes in the South and other institutions?

Mr. HUNGERFORD. No, sir.

Chairman WALSH. You say you get some from the South?

Mr. HUNGERFORD. Oh, you mean do we get any men from those places in the South?

Chairman WALSH. Yes.

Mr. HUNGERFORD. Oh, yes.

Chairman WALSH. Just describe what you have—

Mr. HUNGERFORD (interrupting). We have in the summer time in New York a great many extra lines that call for the temporary employment of men. We have got quite a number of men from these southern schools, who are very glad to get something to do during the summer months, and they have proved very efficient.

Chairman WALSH. I understand you, then, that you do not get any porters from the South except some, you say, on eastern lines during the summer months?

Mr. HUNGERFORD. Oh, you asked me about these schools.

Chairman WALSH. Yes.

Mr. HUNGERFORD. I say I do not know that we get any from the schools except in the summer months, because they go back to school in the fall. But we do employ colored men in the South for regular service; yes, sir.

Chairman WALSH. And send them to the North?

Mr. HUNGERFORD. Oh, we transfer them around as may be necessary to meet the service requirements; yes, sir.

Chairman WALSH. Now, what organization have you in the South, or how do you get porters in the South?

Mr. HUNGERFORD. Why, our representatives there keep in touch with them—get hold of them, and the service inspectors look them up, and get men of a desirable class.

Chairman WALSH. You have them report where?

Mr. HUNGERFORD. Well, they report to the superintendent at the point where they are hired usually.

Chairman WALSH. Well, you say the supply is quite as large of porters as it is of conductors?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Does that exist throughout the United States?

Mr. HUNGERFORD. I don't think there is any point where we can not get porters except on the Pacific coast.

Chairman WALSH. Now, you say you have men looking out for them in the South?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Is there any shortage of supply, say, in the vicinity of Chicago and St. Louis and these other places?

Mr. HUNGERFORD. Is there any shortage?

Chairman WALSH. Yes; such as—

Mr. HUNGERFORD (interrupting). No; there is no shortage in supply. There are plenty of men but they are not always altogether of the right caliber.

Chairman WALSH. Oh, the reason, then, that you get colored men from the South is because you get better men, you think, from that place?

Mr. HUNGERFORD. That is it exactly.

Chairman WALSH. From that part of the country?

Mr. HUNGERFORD. That is it exactly.

Chairman WALSH. Is that the idea, that you get men that will serve better; that is, that makes better servants than the colored men in the North?

Mr. HUNGERFORD. Well, we find that their training there better fits them for service on the car.

Chairman WALSH. To put it plainly, is the negro in the South as independent an individual as the one in the North? Do you find it so?

Mr. HUNGERFORD. I think he is.

Chairman WALSH. And in what way, then, so far as car service is concerned, does the northern negro compare with the southern negro to his disadvantage, so far as your employment is concerned?

Mr. HUNGERFORD. You must consider one thing, and that is that the South is the source of the negro. You have a bigger field to make selections from than you have here. I think that the old—what you might call the old southern negro is much more acceptable a man on the cars than the younger colored man that is found around in the slums of Chicago.

Chairman WALSH. Well, is there any place that you find negroes that will do for your service other than the slums?

Mr. HUNGERFORD. Oh, yes.

Chairman WALSH. There are large numbers of them that are not—

Mr. HUNGERFORD (interrupting). There are.

Chairman WALSH (continuing). That are not found in the slums?

Mr. HUNGERFORD. There are.

Chairman WALSH. How do they compare—those colored men that are not found in the slums—how do they compare with the negro you get in the South?

Mr. HUNGERFORD. I think the old southern colored man makes the best porter on the car.

Chairman WALSH. Well, in what way?

Mr. HUNGERFORD. Well, because he is more adapted to waiting on the passengers and gives them better attention and has a better manner, that is more acceptable to them and more pleasant.

Chairman WALSH. Now, are there any other points that you find him desirable in?

Mr. HUNGERFORD. That is about all.

Chairman WALSH. The reason, then, that you make a special effort to get porters in the South is that they are more polite to the passengers and so on?

Mr. HUNGERFORD. Yes; more pleasing to them.

Chairman WALSH. And there is no other reason

Mr. HUNGERFORD. None that I know of.

Chairman WALSH. Do you find those men that come from the South come from the farms and the like of that, do they?

Mr. HUNGERFORD. They do not.

Chairman WALSH. Where do they come from? What have they been doing?

Mr. HUNGERFORD. We get mostly house servants.

Chairman WALSH. House servants—those that have been employed in families?

Mr. HUNGERFORD. Yes.

Chairman WALSH. What training do you give the porters before you give them runs?

Mr. HUNGERFORD. They are trained and taken down and put on the cars and given instructions in preparing berths and the minor duties, and then they are put on the road.

Chairman WALSH. Well, who gives them their instructions in the beginning?

Mr. HUNGERFORD. Representatives in the district offices have to do that.

Chairman WALSH. Do you have someone whose particular duty it is to train porters, or do you just send them on a car where other porters are?

Mr. HUNGERFORD. We have, of course, the representatives at these various points, and they instruct the porters as well as the conductors. They are sent down into the yard and instructed and given an opportunity to go through with what you might call the mechanical work of preparing berths, and so on. Here in Chicago we do have an instruction department because of the larger field, and we have so many extra cars that are sent out of here, this being our supply station.

Chairman WALSH. And how long does it take to train the porter to do his work so that if he is ever going to be able to do it he can do it?

Mr. HUNGERFORD. Oh, it don't take more than two or three days for any intelligent fellow to learn to do it.

Chairman WALSH. Two or three days for an intelligent porter?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And during the period during which he is being broken in is he paid?

Mr. HUNGERFORD. They are not.

Chairman WALSH. And does it ever extend over a longer period than two or three days?

Mr. HUNGERFORD. Oh, I can not say as to that. I could not say as to that, how long it takes some. Of course, you know there is a difference in men. Some pick up more quickly—adapt themselves.

Chairman WALSH. As soon as they get through this two or three days' instruction, what do you say is done with them?

Mr. HUNGERFORD. They are assigned to service when service opens up. We have a great many extra men who are just waiting to get some runs.

Chairman WALSH. In ordinary times how many extra porters would you have, would you say were waiting to get runs?

Mr. HUNGERFORD. Well, I can best answer that by saying that during the last inauguration at Washington they had a large troop of them. We were called on, I think, for some 300 or 400 extra cars to go to Washington, and they took every extra available car we had in storage, down there—some 500 or 600 extra cars went in the course of one week; and we manned each car from the extra men waiting here, and they were very glad to get the employment.

Chairman WALSH. How long after a man is broken in, on an average in ordinary times, would he have to wait to get on the pay roll?

Mr. HUNGERFORD. Oh, I could not answer that.

Chairman WALSH. Do I gather from your answer in regard to that inauguration matter that that is the ordinary status of your company that you have a waiting list of some 500 or 600 men waiting to be porters?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Easily?

Mr. HUNGERFORD. Easily.

Chairman WALSH. And that occurs—that is the case during all ordinary times?

Mr. HUNGERFORD. Yes. We could send out 300 cars to-morrow.

Chairman WALSH. Now, is this work still going on of undertaking to get men in the South—colored men?

Mr. HUNGERFORD. Not undertaking it now, because we have got all that we would want and more too.

Chairman WALSH. Is it the policy of your company to keep a great number of men available for this purpose?

Mr. HUNGERFORD. It is not. It is our policy to get the best men we can to make the service the highest possible standard. We are seeking them all the time.

Chairman WALSH. Do you have in mind that by having 500 or 600 men, of what you might call a small economic power, do you consider that that has an effect on wages; that a man would be more likely to work for \$27.50 a month if he knew there were 600 men ready to take his place than if you did not have such a number?

Mr. HUNGERFORD. Not at all.

Chairman WALSH. You did not have that in mind? Are porters first assigned to tourist cars in many instances?

Mr. HUNGERFORD. Yes; in many instances, they are.

Chairman WALSH. Is the policy of the company to first assign them to tourist cars?

Mr. HUNGERFORD. Oh, not altogether. We do where we are operating regular tourist-car lines, yes; because the tourist-car service is not supposed to be the same high standard as the first class or so-called standard cars.

Chairman WALSH. What is the pay of a tourist-car porter compared with a standard-car porter?

Mr. HUNGERFORD. Thirty-five dollars a month, it was; now, \$36.75.

Chairman WALSH. The car, as I understand it, has no conductor—the tourist car?

Mr. HUNGERFORD. Oh, yes; the tourist cars are generally run on the same train and the conductor has jurisdiction over all the cars on the train.

Chairman WALSH. How does it happen that the porter will get \$35 a month on the tourist cars and then—

Mr. HUNGERFORD (interrupting). They started in on that rate in the beginning some years ago and it has been carried on ever since.

Chairman WALSH. Why does the porter get more on the tourist car than he does on the standard?

Mr. HUNGERFORD. Well, the service is not—I imagine the service is not as attractive to the porter as the standard car. When they established the service I imagine that is the reason. I had nothing to do with fixing the rates, so I am not altogether clear on it, but I would venture the opinion that that is the reason.

Chairman WALSH. What is the reason?

Mr. HUNGERFORD. That the service is not as attractive.

Chairman WALSH. Well, why not?

Mr. HUNGERFORD. Well, it is not the same class of travel.

Chairman WALSH. Well, is it because the people that ride on tourist cars will probably not be so likely to pay them enough to subsist on a round trip that way? Do you have that in mind?

Mr. HUNGERFORD. Why, I imagine the tips—I imagine they are not tipped as liberally on the tourist cars as on the standard cars; yes.

Chairman WALSH. Is that considered by the company in giving a man \$35 if he is going on a tourist car and an inexperienced porter at that?

Mr. HUNGERFORD. Well, as I say, I don't know what they had in mind when they established that rate. It has been in effect so long, and I had nothing to do with it, that I can not say what they had in mind.

Chairman WALSH. You do not know, then, as general manager, why they pay an inexperienced porter \$35 for running on a tourist car and an experienced man \$27.50, is it?

Mr. HUNGERFORD. Twenty-seven dollars and fifty cents.

Chairman WALSH. For running on a standard car?

Mr. HUNGERFORD. Nothing more than I have stated; no.

Chairman WALSH. Nothing more than you have stated?

Mr. HUNGERFORD. No.

Chairman WALSH. What increase of salary is given to porters who have been with the company, say, for 5 or 10 years? Are there increases given to the porters who have run 5 or 10 years.

Mr. HUNGERFORD. No; there is not. They were given an increase in 1913 if they had been with the company for 15 years, in service.

Chairman WALSH. Fifteen years in the company's service?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And there is no rule with respect to that then?

Mr. HUNGERFORD. No. You mean no graduated scale?

Chairman WALSH. No graduated scale.

Mr. HUNGERFORD. No.

Chairman WALSH. How are old and faithful porters rewarded for their services?

Mr. HUNGERFORD. Rewarded by their—they receive the benefit of these—we carry the time of these old men that are sick, and then we have the pension when they reach the period when they become incapacitated.

Chairman WALSH. How many porters would you say you hire in a year to keep the equipment up to 6,500?

Mr. HUNGERFORD. I don't think at the present time we are hiring. We haven't got 6,500, so far as that goes, just now.

Chairman WALSH. Well, I have that number in mind—

Mr. HUNGERFORD (interrupting). Yes; that is generally when things are normal.

Chairman WALSH. When things are normal?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Now, when things are normal and you have 6,500 porters—when 6,500 porters are necessary for your service, how many would you say you hire?

Mr. HUNGERFORD. Well, that varies. It varies with the conditions. Some years we have extraordinary—what we call convention years, when there is an unusual number of extra cars outside of the regular business. That necessitates taking up a large number of men. And seasons of business depression come on, and as matters have been running, pretty regularly, we don't have to take on so many. Of course, we take the men up, and if we are unable to give them regular employment they will drop out, and generally are ready to come back, though, whenever the business is such that we can provide work for them.

Chairman WALSH. I would like for you, please, Mr. Hungerford, to take a normal year—select what you think yourself is a normal year—when you need 6,500, and give us, if possible, an estimate of how many porters are hired per year to keep your equipment up to the 6,500.

Mr. HUNGERFORD. I said I could not give you that.

Chairman WALSH. Could you approximate it? "

Mr. HUNGERFORD. I could not.

Chairman WALSH. How many porters in a normal year would you discharge?

Mr. HUNGERFORD. Well, that I could not tell you.

Chairman WALSH. Do you hire in a normal year as many as 13,000 men to keep up the equipment to 6,500?

Mr. HUNGERFORD. Thirteen thousand?

Chairman WALSH. Yes; in the United States?

Mr. HUNGERFORD. I would say that I never heard of that. I would say that we did not.

Chairman WALSH. Then please make your own estimate. Do you have as many as 10,000 to keep up your equipment of 6,500?

Mr. HUNGERFORD. I can tell you what we did in 1913 and 1914. They were abnormal years—but not in normal years.

Chairman WALSH. Give us 1913, what you call a normal year.

Mr. HUNGERFORD. You said normal year, and I explained to you that some years business fluctuates so heavily that it is abnormal and calls for the taking up of a large number of additional men; 1913 and 1914 were those years.

Chairman WALSH. 1913—was 1912 a normal year?

Mr. HUNGERFORD. More so than 1913 and 1914.

Chairman WALSH. And 1911?

Mr. HUNGERFORD. Yes; more so; 1913 and 1914—the latter part of 1913 and the fore part of 1914 were the largest in the history of the company, due largely to this extraordinary movement that we had. I will say that your commission has asked for the number of people employed and discharged in 1913 and in 1914, and I have those figures here.

Chairman WALSH. Please give us those figures.

Mr. HUNGERFORD. But I say, when you asked me, you asked me as to the normal condition; and I could not say that.

Chairman WALSH. Well, we will leave that for the moment and just take 1913 and 1914.

Mr. HUNGERFORD. Yes. In 1913 there were 735 conductors employed, and in 1913 we employed 2,335 porters.

Chairman WALSH. Now, what was your equipment—was that the average number that you ran that year, 6,500?

Mr. HUNGERFORD. Yes; I think that is where we got up to, about—yes; I think that is the period it was about 6,500. Yes; I think we went over 6,500; yes.

Chairman WALSH. Now, give me the other year, please.

Mr. HUNGERFORD. In 1914 there were 485 conductors employed and 1,130 porters employed.

Chairman WALSH. That figure again, please—that last one.

Mr. HUNGERFORD. The porters?

Chairman WALSH. Yes; just the porters.

Mr. HUNGERFORD. Yes; in 1914 there were 1,130 porters employed. You have 1913, I think?

Chairman WALSH. Yes. I wish you would state the duties of a Pullman porter. First, how long before the train leaves does the porter report for duty?

Mr. HUNGERFORD. Oh, that varies at different points; depends on the conditions. He has to report down in the yards and get his car in condition and shape; count his linen. We aim to have them report as late as possible and get his car in shape. On cars departing late at night they have to report earlier than when they leave in the afternoon, because it is necessary to have the berths made down before the train is backed to the station.

Chairman WALSH. So in some instances they are required to be there at 6 or 7 o'clock in the evening, although the train does not leave until 11 or 12 o'clock?

Mr. HUNGERFORD. Oh, that is—no; I don't think to that extent; no.

Chairman WALSH. Well, what do you mean?

Mr. HUNGERFORD. Probably have to come down there about 11 o'clock; and I will say there have been some instances brought to my notice where they were required to report earlier than seemed to be necessary. I think it has been corrected. I hope so.

Chairman WALSH. Was that some rather widespread usage? You said you hoped so. Who knows whether it has been corrected or not?

Mr. HUNGERFORD. Well, I know it was taken up, and it should be corrected. There was no widespread grievance; it simply came to my attention that it was being done.

Chairman WALSH. You would say accidentally?

Mr. HUNGERFORD. Yes—incidentally. I should call it.

Chairman WALSH. Incidentally?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Did some one report it to you?

Mr. HUNGERFORD. Yes; it came to my attention, I think, about—I think a porter reported it to me.

Chairman WALSH. Came to your office?

Mr. HUNGERFORD. No; he dropped me a communication.

Chairman WALSH. Do you recall any others of like nature that you received, or only recall that one?

Mr. HUNGERFORD. I recall that one, and I inquired into the general proposition.

Chairman WALSH. What are the duties of the porters as to receiving passengers and taking up Pullman tickets for their cars before the trains start out?

Mr. HUNGERFORD. That is a duty which is generally attended to by the conductor. There are some cases where the porters are in charge, and of course then they perform the conductor's duties.

Chairman WALSH. I wish you would state, please, as concisely as you can, the duties of Pullman porters.

Mr. HUNGERFORD. The duties generally are to wait on the passengers, make down the beds, put them up, and keep the car in condition.

Chairman WALSH. What time does the conductor retire at night?

Mr. HUNGERFORD. That varies on different lines. As a general proposition he retires at 3 o'clock in the morning.

Chairman WALSH. And what time does the porter retire?

Mr. HUNGERFORD. He retires before.

Chairman WALSH. Any fixed time?

Mr. HUNGERFORD. No; that depends on the service conditions. It is generally arranged by the district superintendent to meet the local conditions as they present themselves.

Chairman WALSH. Take, for instance, this district here we are in now. What time does the porter—what time is he supposed to retire?

Mr. HUNGERFORD. You are talking about—as I say, as a general proposition on all lines they retire along 11.30 to 12 o'clock.

Chairman WALSH. Eleven thirty?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. And required to get up at 3 o'clock?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And are they permitted to retire after 3 o'clock?

Mr. HUNGERFORD. No.

Chairman WALSH. Or sleep during the day?

Mr. HUNGERFORD. No, sir; the porters are not to sleep during the daytime—not supposed to.

Chairman WALSH. Is it considered an offense if he does sleep in the daytime?

Mr. HUNGERFORD. Oh, no—we know they sleep in the daytime.

Chairman WALSH. How many of them sleep in the daytime?

Mr. HUNGERFORD. Yes; it is an offense if they deliberately go off watch at night when they are supposed to be guarding the car and take a blanket and a pillow and go to sleep; but ordinary napping isn't considered an offense.

Chairman WALSH. What are their instructions? Are their instructions to remain awake or are they told they can go to sleep in the daytime?

Mr. HUNGERFORD. It is arranged in some runs where they can go to sleep, but I don't know of any instructions that say they can sit down in the car and go to sleep when they feel like it. There are no instructions that they can go to sleep, but we do know they go to sleep.

Chairman WALSH. Well, take a long run, first, Mr. Hungerford, a run leaving here on the Santa Fe—

Mr. HUNGERFORD. Yes.

Chairman WALSH. Going to Los Angeles, or San Francisco is it?

Mr. HUNGERFORD. Well, they go through.

Chairman WALSH. Now, what time does the porter retire, going out of here?

Mr. HUNGERFORD. I would have to have our district superintendent tell you that. As I say, the runs vary—the hours of relief vary according to the runs and conditions presented; and they are arranged by the district superintendents. I could not pretend to keep in my mind the details of the runs of each line of this company. We can have our superintendents—

Chairman WALSH (interrupting). Have you ever ridden—I should just like to get for our information—have you ever ridden on that road?

Mr. HUNGERFORD. On the Santa Fe?

Chairman WALSH. Yes.

Mr. HUNGERFORD. Yes.

Chairman WALSH. Now, what time did the porter go to bed and what time did he get up, if you know, going between here—say, between here and Los Angeles?

Mr. HUNGERFORD. I should judge he went on about that schedule retired about 11 o'clock, and arose about 4 o'clock—that is, on the standard cars.

Chairman WALSH. That is at 4 instead of 3?

Mr. HUNGERFORD. I will correct that and call it 3.

Chairman WALSH. Call it 3?

Mr. HUNGERFORD. Three o'clock is what I should have said.

Chairman WALSH. Now, during the night I believe you said he is required to guard the car?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. That is, to protect the lives and property of the passengers?

Mr. HUNGERFORD. Oh, to guard the car; yes.

Chairman WALSH. And is he required to polish the shoes of the passengers while they are sleeping?

Mr. HUNGERFORD. Permitted to do so.

Chairman WALSH. Isn't he required to do so?

Mr. HUNGERFORD. No, sir.

Chairman WALSH. Oh, he is not required to do it?

Mr. HUNGERFORD. No; that is not an obligation, but he is permitted to do that.

Chairman WALSH. Well, suppose a passenger's shoes were not polished, and he complained to the conductor about it, what action would be taken?

Mr. HUNGERFORD. He would probably ask the porter why he didn't do it or why he discriminated against that passenger.

Chairman WALSH. And suppose the porter just took the notion it was beneath his dignity to polish shoes, and he did not polish them at all; what would you do?

Mr. HUNGERFORD. Well, we have not had that case. They are generally very careful about that.

Chairman WALSH. They are careful about that?

Mr. HUNGERFORD. Yes.

Chairman WALSH. But, as a matter of fact, they are supposed to polish the shoes of the passengers while they are asleep?

Mr. HUNGERFORD. Oh, yes.

Chairman WALSH. And if he did not do it he would be discharged?

Mr. HUNGERFORD. Oh, I can not say as to that, because it has not been up. I don't know that I ever heard of that proposition.

Chairman WALSH. The idea is that if they polish them they expect to get something for it, and you know they will be polished?

Mr. HUNGERFORD. Yes; exactly.

Chairman WALSH. And the passengers know they will be polished?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Who furnishes the polish to the porters?

Mr. HUNGERFORD. They do.

Chairman WALSH. They furnish their own polish?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Now, what is their duty with respect to awakening passengers who are required to leave the car during the night?

Mr. HUNGERFORD. I don't get the purport of that.

Chairman WALSH. Is it part of their duty to awaken passengers during the time the conductor is asleep?

Mr. HUNGERFORD. If he wants to leave the train during the time the conductor is asleep?

Chairman WALSH. Yes.

Mr. HUNGERFORD. Surely.

Chairman WALSH. That is his sole duty, and it is his duty, also imposed upon the porter of calling the passengers in the morning in time for breakfast, and so on?

Mr. HUNGERFORD. Yes; he is provided with a small card for that purpose.

Chairman WALSH. He has a call card and keeps that?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Does he have any instructions to keep the car sanitary and to disinfect any articles used by persons presumed to be suffering with contagious diseases?

Mr. HUNGERFORD. Yes. There is a rule governing that, and regulations issued by our doctor of sanitation for the purpose of protecting the public in every way.

Chairman WALSH. And the porter is supposed to familiarize himself with that?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And to carry out the instructions with reference to keeping the car sanitary and disinfecting articles belonging to the passengers who are affected—

Mr. HUNGERFORD (interrupting). Well, I don't know about disinfecting articles belonging to the passengers. He is supposed to keep the car sanitary, but I don't know about disinfecting articles belonging to the passengers.

Chairman WALSH. Well, the articles belonging to the company that are used by the passengers who are ill?

Mr. HUNGERFORD. He is supposed to keep any linen separate and away from any soiled linen.

Chairman WALSH. Do you have any disinfecting methods?

Mr. HUNGERFORD. Each car is provided with a disinfectant, formaldehyde or some disinfectant that is approved by the Government sanitary officials; as much is on the car as may be necessary to keep the car in sanitary condition, and it is his duty to see that it is done. The conductor has charge to see that the porter does that.

Chairman WALSH. Is he required to report damage to the car or equipment?

Mr. HUNGERFORD. That is turned in by the conductor, usually, if he is running in charge he would do that. If anything is wrong on a car he is sup-

posed to report it to the conductor, and it is noted on what we call inspection report.

Chairman WALSH. Is he required to report to the conductor anything he notices in regard to damage to the car or equipment in the first instance?

Mr. HUNGERFORD. He is expected to do so; he is required to do so by the regulations.

Chairman WALSH. What reports are required to be made by the porters, if any, to the company? What regular reports are required to be made by the porters to the company?

Mr. HUNGERFORD. Well, they do not make any regular report that I recall, unless they are operating in charge.

Chairman WALSH. What are the requirements of the porters with reference to their personal apparel, as to having their uniform brushed and in good condition, and as to wearing clean linen?

Mr. HUNGERFORD. They are required to present a cleanly and neat appearance.

Chairman WALSH. Do you consider \$27.50 a month sufficient for a man who is required to discharge all of the duties you have detailed here and to follow the rules referred to?

Mr. HUNGERFORD. All I can say is that you can get all the men you require to do that work for that pay.

Chairman WALSH. Does your company consider the general effect on the country—the social effect—of employing men for \$27.50 a month; do they consider the entire basis for employing them at that sum, the fact that they can be gotten for that?

Mr. HUNGERFORD. That would be a matter that I would not be called upon to give advice upon. I probably would not be consulted about it, so I do not think that I am qualified to answer it.

Chairman WALSH. Do you think these men can live on \$27.50 a month?

Mr. HUNGERFORD. Well, I don't know about the \$27.50 by itself. Of course I presume you are leading up to the point that they must live partly on the perquisites that go with the position.

Chairman WALSH. I will ask you first whether or not—do you investigate for the company, in any way, the living conditions and the surroundings of your men?

Mr. HUNGERFORD. Not to any great extent.

Chairman WALSH. Sir?

Mr. HUNGERFORD. Not to any great extent; no.

Chairman WALSH. And what was your answer to my question; do you consider that a man can live on \$27.50 a month. Was it "no"?

Mr. HUNGERFORD. I did not say that; I do not know what they can live on.

Chairman WALSH. You do not know but what a man, at the present cost of living, could live on \$27.50 a month, and perform the duties your porters are required to perform?

Mr. HUNGERFORD. Yes.

Chairman WALSH. He may do that?

Mr. HUNGERFORD. Yes; he might do that.

Chairman WALSH. What is the history of the tipping system that is practiced on the cars of the Pullman Co.? Give it in your own way; how did it grow up?

Mr. HUNGERFORD. I don't know how it did grow up. I do not think it can be claimed that the company instigated tipping; it is not local to the Pullman Co. It is general; it prevails everywhere. I do think, if there is anybody that is entitled to a tip for expert service rendered, the porter is entitled to it as much as anybody. I think some of them are artists.

Chairman WALSH. Does that form the standard, the artistic development of the men, for the wages paid?

Mr. HUNGERFORD. Because he takes advantage of the opportunity and does a great deal more than some white people to advance himself.

Chairman WALSH. State whether or not it is a fact that the tipping of Pullman porters became general before the practice of tipping other persons engaged in personal service became widespread.

Mr. HUNGERFORD. Do you mean to ask, did it originate with the Pullman Co.?

Chairman WALSH. I did not say that; but was it not general among the Pullman porters before the practice of tipping other persons engaged in personal service became widespread?

Mr. HUNGERFORD. Tipping was going on long before I entered the service of the company, and I can not answer that.

Chairman WALSH. Does the Pullman Co. expect the public to pay the difference between the salaries of porters and the amount required by the porters to enable them and their families to live decently and in comfort?

Mr. HUNGERFORD. No, sir; it does not; it simply accepts the conditions as it finds them. If the conditions change, I suppose they would have to change conditions to meet them.

Chairman WALSH. You have 6,000 porters at work, and you stated in one year you hired 2,300 and in another year you hired 1,100?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And there men are all colored, I believe, all the porters?

Mr. HUNGERFORD. Yes.

Chairman WALSH. What do you think of the social aspect of taking 6,500 men that are obviously a practically new race, struggling up from slavery, and putting them in a position, from practice or otherwise, where they are compelled not to stand independently as men, but to depend on receiving gratuities from another race for their livelihood; what do you think of that is a social matter in a country such as we have here?

Mr. HUNGERFORD. Well, as I say, I don't believe—

Chairman WALSH (interrupting). A little louder, please.

Mr. HUNGERFORD. I do not feel that I am competent to answer that question.

Chairman WALSH. Is it good for the men; that is, for them becoming independent citizens and a unit in the Republic?

Mr. HUNGERFORD. I think they are advancing very rapidly, and I think the Pullman Co. offers the colored man as good an opportunity for advancement as any other concern to-day.

Chairman WALSH. Do you think that the present wage system of the Pullman Co. places that company directly in the position of receiving gratuities itself from the public, Mr. Hungerford?

Mr. HUNGERFORD. I do not.

Chairman WALSH. You say you do not?

Mr. HUNGERFORD. I do not; no.

Chairman WALSH. What is the average mileage covered by the Pullman conductors during a month?

Mr. HUNGERFORD. I can not give you that, because we do not handle our men by mileage; they are operated by days.

Chairman WALSH. Could you approximate it?

Mr. HUNGERFORD. No, sir; I could not. Your commission asked for those figures and I asked our auditor to prepare them, and he said it would take him some time to do so; when he will have them I do not know. We do not handle our men on the mileage basis.

Chairman WALSH. Would that answer also apply to the Pullman porters?

Mr. HUNGERFORD. Yes, sir; it would.

Chairman WALSH. In what instances does the Pullman Co. deduct amounts from the salaries of the conductors, if any?

Mr. HUNGERFORD. I do not know of any deductions in the conductors' salaries; the payments are all by the month.

Chairman WALSH. Of both porters and conductors?

Mr. HUNGERFORD. Not altogether; they are paid according to the regulation. As a general proposition we pay by the month. Some States require payment semimonthly, and one requires weekly payments.

Chairman WALSH. Take the cases where they are paid by the month, are sums deducted during periods of illness? Are they paid when they are ill? Is there any rule about that?

Mr. HUNGERFORD. They are paid for the period they work.

Chairman WALSH. During the month?

Mr. HUNGERFORD. Yes.

Chairman WALSH. If they are sick, are deductions made for the time they are sick?

Mr. HUNGERFORD. They are paid for the time they work; yes.

Chairman WALSH. And the porters, also?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Are they paid for the time they lose on account of accidents or changes in the schedule?

Mr. HUNGERFORD. No; they are paid in case of accident; and about illness, as I said before, we have a relief system under which men are paid for the time they are absent on account of illness.

Chairman WALSH. Please briefly state what that relief system is; do the conductors or porters pay anything into that?

Mr. HUNGERFORD. They do not.

Chairman WALSH. What are they allowed during the time they are ill; what are the conductors allowed during periods that they are ill, and what are the porters allowed during similar periods?

Mr. HUNGERFORD. Take a man 5 years in the service, he is allowed half rate for the first 14 days; if he is gone for more than that time up to a month, he is paid for a month full rate, and for another month at half rate. If he has been 10 years in the service, that is doubled, and it is 2 months on full rate, and 2 months on half rate; a 20-year man he gets 3, and then it would be time to consider if he is not permanently incapacitated, and ought not to be put on the pension list.

Chairman WALSH. How about the porters?

Mr. HUNGERFORD. It is the same way with the porters.

Chairman WALSH. Let me get at that again; if a porter is sick for one-half a month, he gets what?

Mr. HUNGERFORD. For the first 14 days he would get half pay.

Chairman WALSH. That is half pay for the 14 days, you mean?

Mr. HUNGERFORD. Yes.

Chairman WALSH. If he was getting \$27.50 a month, he would get one-fourth of that for the 14 days? Let's see if I understand. Suppose he was getting \$30 a month, if he was sick 14 days he would get \$7.50?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And when he passed the 14 days?

Mr. HUNGERFORD. If he went on to a month, then he is paid for the month. The first 14 days we pay one-half rate, and if he goes on longer than that we pay the full month. If we paid full rate for a shorter time, we would find a considerable amount of sickness.

Chairman WALSH. That is, they would falsify?

Mr. HUNGERFORD. That is, they would lay off when they otherwise might not.

Chairman WALSH. Is that the reason that method was adopted?

Mr. HUNGERFORD. Yes.

Chairman WALSH. How long would he be carried on the sick list?

Mr. HUNGERFORD. I said, if he was a five-year man he would be carried one month at full pay and one month at half pay.

Chairman WALSH. If he was a five-year man, what then?

Mr. HUNGERFORD. It would be a matter of special consideration. We do not generally undertake to insure against sickness. The men as they enter the service of the company; they have to be there a while to be entitled to that.

Chairman WALSH. During the five years, he would not have the benefit of it at all, as I understand?

Mr. HUNGERFORD. When he gets up to four years, it is taken up and he would probably be considered a five-year man. Those matters are presented to the pension board, and it becomes a matter of special consideration under five years.

Chairman WALSH. After two months, what provision is made, if any?

Mr. HUNGERFORD. None.

Chairman WALSH. So it just applies to temporary illnesses?

Mr. HUNGERFORD. Yes, sir; illnesses that long.

Chairman WALSH. And during the first five years, if a porter or conductor is sick, a deduction is made for the time he is ill and they do not draw any pension?

Mr. HUNGERFORD. No.

Chairman WALSH. What is the average length of time that porters remain in your service; that is, if you know?

Mr. HUNGERFORD. Well, I think we have those figures somewhere; I have not them with me, but, as I said before, over half of them have been over five years in the service. We have a great many that are over 15 years, and some 25, but the number I have not here; I do not seem to have that here.

Chairman WALSH. What, if any, compensation system does the company have for compensating conductors and porters injured in the discharge of their duties?

Mr. HUNGERFORD. We carry their time. The compensation and relief is about the same. We carry the time of the men injured in the service.

Chairman WALSH. I did not catch that.

Mr. HUNGERFORD. We carry the time of the men injured in the service. The compensation and relief are about the same; they are synonymous terms. But the compensation of men injured in the service applies to any, whether one or two years, while the relief applies to men who have been five years in the service—have performed some service for the company for that length of time. It is the policy of the company to carry the time of the men if they are injured, and, if away from home, to pay their hospital expenses, and in the case of death to bring them back and pay whatever expenses are necessary. We have very little of that, fortunately.

Chairman WALSH. If I understand you, then, if a man is injured in your service you carry him on the pay roll without any deductions?

Mr. HUNGERFORD. Yes.

Chairman WALSH. For how long?

Mr. HUNGERFORD. That would depend; I could not say how long that would be done. I know we have carried a man injured on the Pennsylvania Limited—I think we carried him some six months and paid his expenses.

Chairman WALSH. Have you any rule about it? I do not care for any specific instances.

Mr. HUNGERFORD. Our regulation is to carry their time. If it came to a matter outside of the usual custom or regulations, it would be taken up with the pension board and handled on its merits.

Chairman WALSH. And if a man is killed in the service what is done?

Mr. HUNGERFORD. We have his body prepared and brought back home, or whatever disposition is made with his relatives or kin, whatever they may suggest.

Chairman WALSH. Does the company pay anything to employees as compensation for injuries in States where no compensation laws are in force other than what you have mentioned?

Mr. HUNGERFORD. Yes; we carry the time of our men injured on duty.

Chairman WALSH. Does the company pay compensation under the workmen's compensation act of New York, Illinois, or say other States that have them?

Mr. HUNGERFORD. I believe we do in New York.

Chairman WALSH. Do you in Illinois?

Mr. HUNGERFORD. I don't recall what was done about that.

Chairman WALSH. Do you in California?

Mr. HUNGERFORD. I can not say about those States.

Chairman WALSH. Do you know about any of the other States?

Mr. HUNGERFORD. No; we handle our men independently of compensation laws. I know our men injured in New York State are better taken care of than under the compensation law, because that does not carry any time for the first two weeks, as I recall it.

Chairman WALSH. Do you pay compensation under the workmen's compensation law in New York?

Mr. HUNGERFORD. I believe we do.

Chairman WALSH. Why do you not, if you do not, pay it in other States?

Mr. HUNGERFORD. I can not answer that question. Those matters are handled in our legal department, with our assistant general superintendent, when I was away last summer, and I can not tell.

Chairman WALSH. Who is assistant general superintendent?

Mr. HUNGERFORD. Mr. Bostwick.

Chairman WALSH. What system of pensions have you in your company?

Mr. HUNGERFORD. We all retire at 70 years of age—all employees. Any employee that is 20 years in the service, who becomes incapacitated, regardless of his age, is eligible for retirement with pension.

Chairman WALSH. So that he must have been in the service of the company 20 years, and have reached the age of 70?

Mr. HUNGERFORD. Oh, no; I say, any man in the service who becomes incapacitated, they are retired. There is a fixed retirement when they become 70 years of age, excepting when a special relief or change is made by the president.

Chairman WALSH. Does the 20-year term of service have to intervene in the case of incapacity?

Mr. HUNGERFORD. Yes, sir. Anybody who has been 20 years in the service of the company, who may become incapacitated, is eligible for retirement.

Chairman WALSH. Please describe as briefly as you can the machinery for granting these pensions; have you a pension board?

Mr. HUNGERFORD. Yes, sir; we have a regular pension board, appointed by the president, to whom these cases are presented.

Chairman WALSH. Just describe how that works.

Mr. HUNGERFORD. Any employee who is eligible for the pension who, I say, has been 20 years in the service of the company, fills out a regular blank; a regular blank is filled out and submitted to the board for it to act upon.

Chairman WALSH. Describe the formation of the board.

Mr. HUNGERFORD. The board consists of Mr. Kramer—

Chairman WALSH. First, is it appointed by the president?

Mr. HUNGERFORD. Yes.

Chairman WALSH. How many members has it?

Mr. HUNGERFORD. I think five.

Chairman WALSH. Is there a requirement that the members of that board shall be connected with the company, or have any particular connection with the company?

Mr. HUNGERFORD. You mean requirement of the board?

Chairman WALSH. No; rules of your company; what limitation is placed upon the appointment of the members of this board, if any?

Mr. HUNGERFORD. None whatever.

Chairman WALSH. What is that?

Mr. HUNGERFORD. I don't know of any; the president makes the appointments.

Chairman WALSH. And so far as the rules of the company are concerned, he could appoint an outsider on the pension board?

Mr. HUNGERFORD. I don't know whether he could or not, but I don't imagine he would consider doing that.

Chairman WALSH. He has full authority to appoint the men?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Who compose the present board? Give the personnel of the present members of the board.

Mr. HUNGERFORD. Mr. Richmond Dean, vice president; Le Roy Kramer, vice president; Mr. L. S. Taylor, treasurer; William Hough, auditor; and myself. We have a regular pamphlet in regard to that which I would be glad to submit to you.

Chairman WALSH. I wish you would please do so.

Mr. HUNGERFORD. I have not it with me, but will submit it to the commission.

Chairman WALSH. I wish you would, please.

(The witness subsequently submitted, in printed form, a pamphlet entitled "The Pullman Company Pension Plan," adopted by the board of directors Nov. 13, 1913. Effective Jan. 1, 1914.)

Chairman WALSH. In the rules governing the payment of pensions the company provides that the board of pensions may withhold or entirely discontinue pensions in cases of misconduct or acts contrary to the interests of the company?

Mr. HUNGERFORD. I think there is some such provision, but this record will show that.

Chairman WALSH. Have the car-service employees any voice in the management of the pension fund—the porters and conductors?

Mr. HUNGERFORD. They have not; they do not contribute to it in any way; it is all voluntary.

Chairman WALSH. I will ask you if it is a fact—do you consider that conductors and porters running from Chicago to the Pacific coast points get enough rest en route to enable them to remain in good physical condition and be alert and be efficient?

Mr. HUNGERFORD. I do not. The company is not a believer in these long runs and would like to break them, and have broken some of them; but there is a strong opposition on the part of the roads and the men themselves to our action in that respect. I think in the interests of the service. The shorter runs are advisable. We have broken a great many and are continuing to do so as we can work the matter around with the roads; it is my idea that they should all be broken.

Chairman WALSH. You do not think that they get sufficient rest?

Mr. HUNGERFORD. I do not think, in the interest of the service, those long runs are desirable from any standpoint.

Chairman WALSH. You say the men want them. Have they petitioned the company for them?

Mr. HUNGERFORD. Whenever the long runs have been broken they have taken it up. Take the Santa Fe runs. The Los Angeles Limited was broken five or six years ago to Albuquerque, and they said they did not like it and would prefer to run through, and the railroad companies were insistent that they should run through. I should imagine if we attempt to break the run of the Overland Limited and the Los Angeles Limited we would be met with vigorous opposition on the part of the roads; but my feeling is, and also that of the company, that it would be advisable in the interests of the service to break them up.

Chairman WALSH. What is the policy of the company as to employing married men in its car-service department? Do you prefer single or married men?

Mr. HUNGERFORD. We have no specific regulation in that respect. The men that are in charge of that part of the work—that is, getting new men—are supposed to get men qualified for the service, but there is no requirement as to a man being married or single.

Chairman WALSH. Are your car-service employees trainmen in the meaning of the Federal statute limiting hours of work to 16?

Mr. HUNGERFORD. Do I consider them as trainmen?

Chairman WALSH. Yes.

Mr. HUNGERFORD. No.

Chairman WALSH. Is it true that the company discontinued the practice of equipping its car-service men with lanterns in order to evade this law, or made any other change in the rules and regulations for this purpose?

Mr. HUNGERFORD. No, sir; that is not so. We have discontinued the use of lanterns very largely, because they are not necessary; their use is not necessary, because the cars are now generally electric lighted, the steps and all. There seems to be no need for lanterns.

Chairman WALSH. Your company took no steps or made no change in its equipment or rules so as not to come within the provisions of that statute?

Mr. HUNGERFORD. No, sir; I never heard of that before.

Chairman WALSH. Are porters during the hours of duty responsible for thefts committed in the cars?

Mr. HUNGERFORD. I do not know that they are responsible; they are supposed to guard the cars sufficiently. It is understood that they can not always prevent sneak thieves in the guise of passengers from working.

Chairman WALSH. What action is taken as to disciplining them, or anything else, in the case of loss?

Mr. HUNGERFORD. It is all settled on its merits entirely, whether the employees on the car were alert and attentive and performing their duty, the duties incumbent on them.

Chairman WALSH. What is the rule of the company as to the duty of conductors in regard to calling at the office of the district superintendent for mail? You might describe the system by which the company's mail is transported, if you will.

Mr. HUNGERFORD. Well, the mail is carried in bags between the various centers. As a general proposition that mail is delivered to the cars and to the conductors, and we have men to receive it. There may be instances where the conductor takes the mail bag to the superintendent's office or may call for it. That may be so; I think likely it is.

Chairman WALSH. You have no personal information about that?

Mr. HUNGERFORD. We have no fixed rules about it. Our receiving cashier's office and the district superintendent's office are generally all one, and if the man has to go to the receiving cashier's office to report he usually carries the mail.

Chairman WALSH. How does the average mileage for Pullman conductors and porters compare with the average mileage for passenger railroad conductors, brakemen, and flagmen? Have you ever compared that?

Mr. HUNGERFORD. No, sir.

Chairman WALSH. Is it not a fact that passenger trainmen average not more than 5,000 or 5,500 miles as against 10,000 to 20,000 miles a month for Pullman conductors and porters?

Mr. HUNGERFORD. I should say that those latter figures were rather excessive, but, as I said to you, we have not made calculations of the number of miles made by the car-service employees, so I would not assume to say about that.

Chairman WALSH. Could you approximate it, or give the commission an idea as to that?

Mr. HUNGERFORD. No, sir; I could not.

Chairman WALSH. Is there any connection between the Continental Casualty Co. or the Fidelity Casualty Co. and the Pullman Co.?

Mr. HUNGERFORD. No; I can safely say there is not.

Chairman WALSH. Does the Pullman Co. have any arrangement with either of these casualty companies by which car-service employees are urged to take out insurance in them?

Mr. HUNGERFORD. I do not know that they are urged to take out insurance. There are three companies, the Travelers' Insurance Co. and two casualty companies who have submitted a form of insurance that we think should be acceptable to the men, and the Pullman Co. makes the collections, at the request of the men, for them. We had previously considerable trouble with insurance companies taking advantage of technicalities in case of injury, and the matter was gone into, and these companies who submitted the best form were urged to take out insurance with the men, where the company makes the collections. The men can insure in any company they like, but the Pullman Co. will only make collections at the request of the men and attend to the detail work on the part of such insurance companies that submit a form that the Pullman Co. thinks fully protects its men.

Chairman WALSH. And those three companies for which these deductions are made are the Travelers' Insurance Co., the Continental Casualty Co., and the Fidelity Casualty Co.?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And these deductions are made on orders from the individual men?

Mr. HUNGERFORD. Yes; on orders from the men themselves.

Chairman WALSH. By what means do the porters, what means are provided for the porters getting their meals while on the road?

Mr. HUNGERFORD. We have no special provisions for that. Of course, they have to get their meals the same way the passengers do. The passengers are always afforded an opportunity to get their meals, and the porters have the same opportunity.

Chairman WALSH. Is there any special arrangement made by the company, or endeavored to be made by the company, to have their meals provided at reduced rates?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Please state what that is.

Mr. HUNGERFORD. There are a good many roads maintaining a rate of 25 cents to our employees, and there are others that charge a higher percentage. We have taken it up with a number of the roads and suggested to them that in view of the fact they are so insistent on the men running through with their cars that they ought to be liberal with the men in regard to furnishing them meals in the dining car. A number of them have taken the position that they could not afford our men any better arrangement than they do their own, but it has been pointed out to them that their own men usually run between division points only and get their meals at home. We do not feel that the railroad companies ought to go to any expense to feed our men, yet they should give them as low a rate as they can, and come out whole on the dining cars on the through trains, since they are so insistent on the men running through, and a number of them have done so in the last year.

Chairman WALSH. Have you a copy of your book of rules here, Mr. Hungerford?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Will you kindly submit it to us?

Mr. HUNGERFORD. Yes; here it is. [Witness hands book to Chairman Walsh.]

Chairman WALSH. I notice on page 8 of this book of rules, under the heading "General instructions," "Employees are subordinate to all officers of the company and to railroad companies as train employees." To what extent are conductors and porters under the orders of the railway company?

Mr. HUNGERFORD. That is covered generally in our agreement with the roads, that our men are subordinate to their employees and governed by their train regulations. The train conductor is in charge of the train; he is the only man who has any police jurisdiction.

Chairman WALSH. How far may railroad officers or employees go in reprimanding, reporting, suspending, or discharging Pullman employees?

Mr. HUNGERFORD. They have nothing whatever to do with that. Some of the agreements with the roads provide that if the men do not perform their duties

in a manner satisfactory to the railroads the roads can request their withdrawal from their service; that is about as far as it goes.

Chairman WALSH. That would include—that would be the entire interpretation of that rule, so far as the railroad companies are concerned? As a matter of fact, no employee of a railroad company in charge of a train otherwise has any disciplinary control over your employees?

Mr. HUNGERFORD. Nothing more than would affect the operation of the train during that time; they can not discipline them.

Chairman WALSH. Take page 8 of the book of rules, and I find this [reads]:

"The company requires of employees the very best service possible under all conditions. A system of discipline by record has been adopted, whereby suspension from duty with loss of pay is avoided. Employees guilty of any dereliction of duty or breach of rules will be disciplined by reprimand or book suspension. An individual record is kept of each employee, and every case of carelessness, negligence, or improper conduct will be noted on this record and the usual penalty assessed and entered on the books, the employee continuing at work without loss of pay. A perfect record is one against which no unfavorable entry has been made. A clear record is one where the unfavorable entries have been extinguished by subsequent good service. In each case where reprimand or suspension is noted against an employee he will be notified. No suspension will be made for less than 5 days or more than 15 days.

"1. A reprimand will be extinguished by three months' clear record.

"2. Five days' suspension will be extinguished by six months' clear record.

"3. Ten days' suspension will be extinguished by nine months' clear record.

"4. Fifteen days' suspension will be extinguished by one year's clear record.

"When an employee's record shows frequent delinquencies and a number of penalties assessed against him, his case will be given special consideration, and dismissal may follow on account of unsatisfactory service in general, although no single offense might warrant such extreme action.

"Disloyalty, dishonesty, intemperance, immorality, insubordination, incompetency, discourtesy to passengers, gross carelessness, false reports, or concealing facts concerning investigations, etc., will subject the offender to dismissal."

I wish you would please describe what is meant by "disloyalty."

Mr. HUNGERFORD. I should say a man that was working against the company's interests was disloyal.

Chairman WALSH. In what way? •

Mr. HUNGERFORD. In any way.

Chairman WALSH. Would the joining of a labor union constitute disloyalty?

Mr. HUNGERFORD. It would not in my opinion.

Chairman WALSH. On page 10 of the book of rules we find this [reading]:

"Conductors have jurisdiction over all employees and cars; and unless they require those under them to properly perform their duty they will be subject to the same entry as the offenders, except where they are unable to exact obedience, and report to that effect is promptly made to the district superintendent."

State how frequently that is enforced by your company?

Mr. HUNGERFORD. The conductor is the captain of the ship and in charge of the porter. If the porter is grossly negligent and the conductor allows it to go on and makes no attempt to correct it, he is equally responsible with the porter.

Chairman WALSH. You have another rule on page 10 as follows [reading]:

"Employees must be neat and cleanly in personal appearance; wear clean linen and have clothing brushed and shoes polished. The uniforms designated by the company must be worn on duty, but not when off duty. The uniforms must be made by tailors selected by the company, and no deviation in style or specifications will be permitted. White collars must always be worn."

What inspection of uniforms is made?

Mr. HUNGERFORD. Uniforms are inspected, I think, monthly; it may be quarterly; at the time they are paid. • •

Chairman WALSH. By whom?

Mr. HUNGERFORD. By the district superintendent.

Chairman WALSH. Who pays for the uniforms worn by conductors and porters?

Mr. HUNGERFORD. The company furnishes free uniforms when they are 10 years in the service; before that time they pay for them themselves.

Chairman WALSH. Who pays for the white jackets worn by the porters?

Mr. HUNGERFORD. The company.

Chairman WALSH. Who are the tailors selected by the company to make these uniforms?

Mr. HUNGERFORD. They are made now by Marshall Field & Co., in Chicago.
Chairman WALSH. How long have the employees of the Pullman Co. been required to purchase uniforms of that firm?

Mr. HUNGERFORD. I do not know just how long that has been; I could not tell you; it is 8 or 10 years.

Chairman WALSH. Who makes the contract for the price?

Mr. HUNGERFORD. Our director of purchases.

Chairman WALSH. What is the price of a porter's uniform?

Mr. HUNGERFORD. I think about \$24; \$22, I think, for the porter's uniform and the conductor's uniform about \$24, I should judge.

Chairman WALSH. How much for the conductor's uniform?

Mr. HUNGERFORD. About \$24; I won't give you that as an exact figure; but that is my recollection; \$24.50, I think.

Chairman WALSH. Of the conductor's?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Will you please submit that to us definitely?

Mr. HUNGERFORD. Yes.

(Immediately after recess of this day's hearings, Mr. Hungerford read into his testimony the information requested.)

Chairman WALSH. Has the firm of Marshall Field & Co. any connection directly or indirectly with the Pullman Co.?

Mr. HUNGERFORD. Not that I know of.

Chairman WALSH. The employees of the Pullman Co. get these direct from Marshall Field & Co., do they?

Mr. HUNGERFORD. They have tailors all over the country—that is, they appoint men to take the measurements and then they put in application at the district office for the uniforms and they come to them direct in that way.

Chairman WALSH. Has there been any change made in the price of the uniforms in the last few years?

Mr. HUNGERFORD. Yes, sir; they are getting cheaper; they are cheaper this year than last year to a considerable extent.

Chairman WALSH. How much cheaper?

Mr. HUNGERFORD. I can't tell that.

Chairman WALSH. Who makes the arrangements?

Mr. HUNGERFORD. The director of purchases.

Chairman WALSH. Do you know how much profit Marshall Field & Co. make out of the uniforms?

Mr. HUNGERFORD. I don't know.

Chairman WALSH. Do the men have anything to say about the price of them whatever?

Mr. HUNGERFORD. They do not.

Commissioner O'CONNELL. Are they furnished to the men at cost price?

Mr. HUNGERFORD. They are furnished at a low price considering the quality of the goods; I think they are very reasonable.

Commissioner O'CONNELL. Are they furnished to the men at the same price that they are furnished to the Pullman Co.?

Mr. HUNGERFORD. We do not have anything to do with that at all; the agreement is made with Marshall Field & Co. as to the price they will make the uniforms for, but the Pullman Co. does not have anything to do with receiving any of the revenue.

Commissioner O'CONNELL. All of the profit that is made goes to Marshall Field & Co.?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. None goes to your company?

Mr. HUNGERFORD. No.

Chairman WALSH. On page 16, of the book of rules, the company says [reading]:

"Employees must not in any manner endeavor to influence passengers in favor of any hotel or route of travel, and must not under any circumstances criticize the railway service."

Is that rule enforced?

Mr. HUNGERFORD. It is, or we have our attention called to it strongly by the roads; yes.

Chairman WALSH. Is it not—is it or is it not a fact that Pullman conductors are expected by the company officials to receive favors from hotels, such as reduced rates or free lodging?

Mr. HUNGERFORD. No, sir; it used to be pretty general that railroad and Pullman conductors were sought after by hotels, but those conditions are changed.

Chairman WALSH. Are Pullman-car porters exposed to the danger of infection or contagion through waiting on and making up the berths of travelers suffering from tuberculosis and other contagious and infectious diseases?

Mr. HUNGERFORD. The fact that we do not have any trouble of that kind shows they are not. Our director of sanitation has gone into that, and the record shows they are not. Our cars are kept in a strictly sanitary condition; and, the fact is, that the conditions to the traveler on our cars are better usually than in his own home. Some people who ride in our cars are sick, but if the regulations are observed there is no danger of contamination.

Chairman WALSH. You have made an investigation of that through your sanitary department and that is what you have found?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Now, on page 20 of the book of rules is this [reads]:

"Conductors when off duty should occupy an upper berth whenever available."

Mr. HUNGERFORD. Yes.

Chairman WALSH. What is the purpose of that?

Mr. HUNGERFORD. The purpose of that is that we had a great many complaints on the part of passengers of their inability to secure lower berths, claiming that the conductors withheld them for their own personal benefit. It came up in the railroad commission and an open statement was made that our conductors were holding back lower berths for their own use. There are also many cases where space is reserved by passengers to be taken up en route. Other passengers would get on the cars and make application for a berth and would be told that none were available; some berths were reserved to be taken up down the line, and in some of those cases the passengers who reserved the berths en route would not get on. This happened often after the passengers had retired, and in the morning they would see our conductor coming out of the berth, and, of course, under those circumstances no argument would satisfy the passenger that that berth was not held out by the conductor for his own special benefit. And the complaints were numerous—many through commissions—and finally this plan was devised of requiring the conductors to occupy upper berths. An upper berth is just as comfortable as a lower berth; in fact, more so; it is farther away from the trucks and the air is purer. It may be a little less convenient to retire into and out of, but in that respect we felt that the traveling public should be given the advantage of the lower berths in order that no complaints of the kind mentioned might be made.

(Thereupon, at 12.30 o'clock p. m., a recess was taken by the commission until 2 o'clock p. m.)

AFTER RECESS—2 P. M.

Chairman WALSH. Is Mr. Hungerford present? Please take the chair, Mr. Hungerford.

Mr. HUNGERFORD. I wish to submit to the commission the pension plan.

Chairman WALSH. Yes.

Mr. HUNGERFORD. And in regard to the conductors' uniforms.

Chairman WALSH. Yes.

Mr. HUNGERFORD. I was to give you correct data on that. I find that the conductors' winter uniform is \$19.75, porters' \$18.75; summers \$18.25 for conductors and \$17.75 for porters. I would add in that connection that the company pays the same price for the uniforms that it furnishes those over 10 years in the service as is paid by the men in service a shorter period. That, I think, answers your question.

Chairman WALSH. Yes. I think you are mistaken about the porters' winter rate. I was going to call your attention to the error, because the prices submitted to us by Marshall Field shows that to have been \$18.50 instead of \$18.75. Might you not also be mistaken about that?

Mr. HUNGERFORD. No—which—\$18.50 was the conductors' for the last summer—1914—but not for the coming summer; \$18.25 for the coming summer.

Chairman WALSH. Oh, I see; it has been changed.

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Since last summer.

Mr. HUNGERFORD. Yes, sir.

9570 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

Chairman WALSH. Has the winter uniform of the porters been changed from \$18.50 to \$18.75? Marshall Field gave us \$18.50 for porters' winter uniforms, and you give \$18.75.

Mr. HUNGERFORD. I give that as the purchasing agent has furnished it at the present time, for the winter of 1914 and 1915—conductors' uniform \$19.75 and porters' \$18.75.

Chairman WALSH. Now, we have had submitted to us the general instructions given by you. It is short, and I will read it to you—under date of September 1, 1914. [Reads:]

"For employees on cars of the Pullman Co.: The instructions contained herein are for the general guidance of car employees, but should not be enforced in such manner as to defeat the object intended, namely, to popularize the service. The most important feature to be observed at all times is to satisfy and please passengers. In case they request privileges that can not be legally or properly granted they should be politely informed that the request falls outside of your jurisdiction. Never say that the rules of the company prevent compliance. L. S. Hungerford, general superintendent."

Mr. HUNGERFORD. Yes.

Chairman WALSH. Yes; now, you gave that general order?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Now, one offense for which I notice you suspend for 15 days is "discourtesy, indifference, or inattention to passengers." Is that correct?

Mr. HUNGERFORD. I think so. Our chief service inspector will bring over a list of suspensions himself. I think that is correct.

Chairman WALSH. Now, your men are not allowed to explain to the passenger that a request is in violation of the company's rules?

Mr. HUNGERFORD. I wish to explain that. New men entering the service, and others who lack—who show a lack of disposition to comply with the requests of passengers frequently cloak themselves under the statement that it is against the rules. I saw a case here the other day; a passenger came down from St. Paul and wanted an extra blanket, and the porter told him he couldn't furnish it, because it was against the rules. Well, of course, that irritated the passenger very much. There was nothing against any rules about it to prohibit him from furnishing a blanket, if he did so; but you will find that, especially in the case of new conductors and new porters, they will use that expression that it is against the rules; and the expression "against the rules" is very offensive to passengers. That is the whole situation in regard to that.

Chairman WALSH. Well, as between the man and the company, does not that shift the responsibility to a certain extent upon the man, if he is not allowed to say that it is in violation of the rules of the company—

Mr. HUNGERFORD (interrupting). Well, he can say he is not permitted to do so.

Chairman WALSH. Well, the request you give him is to tell them that it falls entirely outside of his jurisdiction?

Mr. HUNGERFORD. Yes; that ought to cover it.

Chairman WALSH. And he must never say that it is in violation of a rule of the company?

Mr. HUNGERFORD. Well, he is to avoid that expression, which is offensive to passengers.

Chairman WALSH. Well, but you give this specifically, do you not; or you did when you began September 1: "Never say that the rules of the company prevent compliance."

Mr. HUNGERFORD. Yes.

Chairman WALSH. Now, you suspend a man 15 days for discourtesy, indifference, or inattention to passengers.

Mr. HUNGERFORD. Yes.

Chairman WALSH. Now, when a difficulty arises, or a contention arises, and the passenger claims that a porter, for instance, is discourteous, how do you arrive at it?

Mr. HUNGERFORD. We arrive at it by hearing what the employee has to say.

Chairman WALSH (interrupting). Do you take the passenger's word or the porter's word?

Mr. HUNGERFORD. Every case is determined on its merits, just as far as we are able to do so. It is the district superintendent who investigates these matters directly with the employee—and the inspector, too—and he reports to the chief service inspector. We do know that some passengers are irritable and exaggerate, and an employee is given every possible opportunity—

Chairman WALSH (interrupting). Yes.

Mr. HUNGERFORD (continuing). That, of course, inattention or discourtesy to passengers is where they are striking cases. Just a mere form of reply off-hand is not considered as treatment with discourtesy.

Chairman WALSH. Well, how was it determined? Suppose the porter, now, says he was not discourteous and the passenger says he was, and that his manner was offensive, and so forth. How do you determine that?

Mr. HUNGERFORD. It is determined very largely, of course, by what the porter has to say, and the passenger. Then, if they do not agree—the statements, as far as possible—in a great many or a majority of the cases, where the complaints are made of inattention or discourtesy to the passenger, we have somebody to call on the passenger and explain to the passenger what the employee has to say and to endeavor to reconcile the statements. The passenger is generally pretty fair and not inclined to exaggerate, I think. We give the man every opportunity. We call on the passenger for reasons to straighten out these things and satisfy both sides.

Chairman WALSH. You send an inspector to the passenger?

Mr. HUNGERFORD. Oh, we send an inspector or a representative. If it happens to be a representative who is more convenient we have him go out.

Chairman WALSH. Now, is this book suspension carried by the calendar year?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. A man does not have his credits or demerits go over into the following year?

Mr. HUNGERFORD. No, sir; it is the calendar year.

Chairman WALSH. The calendar year. So, if a 15 days' suspension is inflicted, now, any time after July it is impossible—

Mr. HUNGERFORD (interrupting). It debars him.

Chairman WALSH. It debars him?

Mr. HUNGERFORD. Well—

Chairman WALSH. And, likewise, 5 days' suspension inflicted upon him after the 1st of September.

Mr. HUNGERFORD. No; yes—well, that would be after six months; yes.

Chairman WALSH. Now, the five days' suspensions are inflicted for the following reasons, are they not [reading]:

“Failure to promptly answer bells. Failure to turn lights after passengers have retired, and at proper time in the morning. Failure to wipe handrailings and sweep platforms”——

Mr. HUNGERFORD. I don't think that is the list; I can get that list, if you will excuse me.

Chairman WALSH. Yes, sir; I wish you would check it off, if you please, because we don't want to take time of the other witnesses on it.

Mr. HUNGERFORD. Well, that is right.

Chairman WALSH. And we want to have as many matters undisputed as possible. That is issued, I believe by Mr. J. A. Davis, chief service inspector.

Mr. HUNGERFORD. Yes.

Chairman WALSH. Take No. 3 [reading]:

“Failure to wipe handrailings and sweep platforms.

“Failure to solicit buffet orders.

“Failure to properly ventilate and keep”——

Right there; are they supposed to solicit orders from the buffet from all passengers?

Mr. HUNGERFORD. They are where we have buffets; but they are so few now that is hardly of much moment. Our buffet service is getting less and less all the time, but where we have it they are supposed to go around and pass the menu card to the passengers.

Chairman WALSH. Is that the solicitation that is meant, to pass menu cards?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Does that include buffets in which alcoholic drinks are served?

Mr. HUNGERFORD. No; it does not. It means the buffet cars where the passengers get light lunch.

Chairman WALSH. Don't solicit or serve alcoholic liquors?

Mr. HUNGERFORD. No; not at all on our sleepers or parlor cars.

Chairman WALSH [reading]:

“Failure to properly ventilate and keep cars in cleanly and tidy condition.

“Failure to properly answer name when posted.

“Failure to wire or incorrectly wire vacant space messages.

"Failure to supervise porter's work and correct same where necessary.
 "Failure to supervise buffet service.
 "Failure to comply with rules relative to method of awakening passengers.
 "Failure to comply with rules relative to reporting accidents, losses, or unusual incidents.
 "Failure to fasten safety cords."
 "Failure to report duplicate sales whether passenger is taken care of or not.
 "Failure to search cars at destination.
 "Failure to check and sign for linen in accordance with regulations.
 "Failure to be out for reception of passengers and assisting passengers with baggage.
 "Failure to issue call cards or slips and call passengers as directed.
 "Failure to request passengers to step to end of aisle to be brushed.
 "Failure to maintain quiet at night or allowing passengers to be disturbed by loud talking, slamming doors, making unnecessary noises in handling berths at night, or putting them away at too early an hour in the morning.
 "Failure in using accommodations and equipment other than those designated.
 "Visiting between employees while en route."

Now, are there any others not mentioned there, and for which five days' suspension is inflicted?

Mr. HUNGERFORD. That is all I know of; but of course there may be some others come up. Discipline would be governed on a line with this; but that is supposed to cover it.

Chairman WALSH. Are the district superintendents supposed or authorized to issue rules from time to time—specific rules?

Mr. HUNGERFORD. They are not supposed to; no.

Chairman WALSH. Well, are they permitted to?

Mr. HUNGERFORD. No; they are not permitted.

Chairman WALSH. When they do issue them, are reports required to be made to the general manager?

Mr. HUNGERFORD. They are not supposed to issue them—not expected to issue them—not permitted to issue them.

Chairman WALSH. Has your attention been called to the publications of the district superintendent at Omaha, entitled "Things to Do" and "Things Not to Do."

Mr. HUNGERFORD. No; it was not.

Chairman WALSH. Mr. R. C. Johnson is your district superintendent there at Omaha?

Mr. HUNGERFORD. District superintendent; yes.

Chairman WALSH. Under date of August 17, 1914, have you noticed two publications of Mr. Johnson to conductors and porters entitled "Things to Do" and "Things Not to Do"?

Mr. HUNGERFORD. No; I have not.

Chairman WALSH. And whose attention—what individual's attention should such a matter as that be called to?

Mr. HUNGERFORD. Well, I don't know what the contents of this so-called document are, but I assume it is a résumé of the features that are covered by the general regulations.

Chairman WALSH. Well, I will call your attention to them a little later. I wondered if you knew.

Mr. HUNGERFORD. No; I don't know.

Chairman WALSH. Now, you inflict 10 days' suspension for failure to turn in lost property. [Reads:]

"Smoking on duty.

"Sleeping on duty.

"Leaving cars unguarded."

That is correct, is it?

Mr. HUNGERFORD. That is according to this—

Chairman WALSH (interrupting). Well, now, that third paragraph says, "Sleeping on duty."

Would that apply to a porter sleeping through the night or day?

Mr. HUNGERFORD. Well, that would apply to his sleeping on duty; when he is supposed to be on duty; yes.

Chairman WALSH. Now, is it a fact that you find it frequently an impossibility with these men to keep them awake on these long runs where they have only three or four hours per night sleep?

Mr. HUNGERFORD. Well, I would not say—on these long runs it is difficult for them. I do know that they sleep, and we do know that it is countenanced.

Chairman WALSH. Now, when it comes to discretion under that rule 3 as to whether or not they shall inflict that 10 days' book suspension on them, who exercises that discretion?

Mr. HUNGERFORD. Those cases are all passed on by the chief service inspector, who does, I think, give full consideration to all the conditions of the service.

Chairman WALSH. Is it a fact that that rule is waived in connection with a long trip like to Los Angeles and to San Francisco?

Mr. HUNGERFORD. Oh, it is where the circumstances seem to make it clear that the man is doing his best—to the best of his ability.

Chairman WALSH. Would it be waived in any case where a man has three or four hours per night of sleep; would it be inflicted in such cases?

Mr. HUNGERFORD. Well, I say it would be passed upon in accordance with the circumstances in each case.

Chairman WALSH. Well, suppose the circumstance was that the second day out the man had retired at 11.30 and resumed duty at 3 o'clock that night, and the next night he retired at 12 o'clock and resumed duty at 3 o'clock, that second night, and was then found asleep in the body of the car, or in the smoking room or some place the next day, would it be inflicted?

Mr. HUNGERFORD. It would not be inflicted unless it was a willful violation of the instructions. If he had just fallen asleep—now, if he was supposed to be on duty at that time and went to a drawing room and went to sleep he would probably be suspended; if he took his pillow and a blanket and left the car unguarded and went off duty when he was supposed to be on duty willfully, he should probably and would probably have the penalty inflicted.

Chairman WALSH. Then it is not inflicted when the porter is found asleep in the car, but not with a blanket or pillow?

Mr. HUNGERFORD. Oh, it is not inflicted if he drops off to sleep at all; if he just drops off asleep, no.

Chairman WALSH. Now, the 15 days' book suspension is inflicted for the following derelictions [reading]:

"Discourtesy, indifference, or inattention to passengers.

"Soliciting fees from passengers.

"Drinking on duty.

"Carrying passengers beyond destination or getting short of destination."

That is correct, is it?

Mr. HUNGERFORD. That is correct.

Chairman WALSH. Now, I will call your attention in this circular from Mr. Johnson of "Things to Do." [Reading:]

"Always wear clean linen.

"Have your uniform cleaned and pressed up.

"Keep your shoes polished.

"Black passengers' shoes."

Have you seen that?

Mr. HUNGERFORD. I don't remember that.

Chairman WALSH. The last is "black passengers' shoes."

Mr. HUNGERFORD. Well, this is to the porters, I assume?

Chairman WALSH. Yes; this is to the porters.

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH (reading):

"Dust passengers' clothing, asking them to step aside.

"Call out stations when trains enter terminal stations or enroute.

"Tender pillows to passengers.

"Tender hat bags to lady passengers.

"Keep washstands cleaned up.

"Keep cuspidors cleaned up.

"Keep your lockers cleaned up, clean papers on the shelves.

"Keep clean jackets with full set of buttons.

"Have lanterns lighted at night and in position for immediate use.

"Keep soiled linen picked up.

"Keep plenty of clean towels in the racks.

"Keep whisk brooms in the toilet room.

"Fasten all berth safety cords.

"Light your night lamps when other lights are lighted.

"Answer bells promptly.

"Answer questions of all passengers courteously and intelligently.

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"Courtesy is the best thing you can give passengers and have in stock. It costs you the least and gives best results.

"Wipe window sills often.

"Guard cars closely.

"Assist passengers with ladder when getting in and out of upper berths.

"Make up berths promptly at night.

"Be out at all stations where trains stop to receive passengers and assist with the baggage.

"Properly regulate ventilation.

"Look closely after the regulation of the Garland ventilators, those marked 'V' to be opened, or part of them closed, as the weather will indicate.

"Temperature of your cars should be regulated by steam in the winter months, to be introduced through the inlet valve in the heater room.

"Keep combs and brushes clean.

"Turn out lights promptly after passengers have retired.

"Have equipment box supplied at all times at home station.

"Keep uniform coats buttoned while on duty.

"Read station order books, sign them, and be sure you understand the orders and comply with them. If not understood, call at the office for an explanation.

"Render all assistance possible to lady passengers and children, especially old ladies and men and sick passengers.

"Wire vacancies according to local instructions.

"Use camp stool at the end of aisle at night to guard cars.

"Pull down all window shades at night when starting to make down berths.

"Wipe deflectors and screens before placing them in windows and lockers.

"Conductors to sleep in upper berths; porters in smoking room or upper No. 1."

Do you recognize all those as being taken from—

Mr. HUNGERFORD (interrupting). Those are our general practice; I don't know as to whether they are all rules, but they are in general practice.

Chairman WALSH. Now, are district superintendents authorized to issue such matters as that Omaha general circular?

Mr. HUNGERFORD. I think he would be as long as they did not conflict with any existing instruction.

Chairman WALSH (reading):

"Read rules and instructions contained in front pages of rate book.

"Comply with instructions relative to signing back of linen cards when placed in charge of car after counting linen.

"Always carry screw driver in equipment box.

"Comply with the instructions relative to turning over cash with reports when en route, deposit en route slip form.

"Comply with the instructions relative to checking equipment on car to know, if asked, whether car has full stock or not.

"Place all portiere curtains in upper berth No. 2; not in lockers.

"When on cars having electric lights, see that the connector up at front end of car is taken down and put in locker.

"Comply with instructions as to handling breakfast call cards.

"Keep working office diagrams worked up at all times to indicate just what space is occupied; see order posted June 2, 1914."

Now, there are a number of others. Has your attention ever been called to such publication by district superintendents other than the Omaha man?

Mr. HUNGERFORD. Oh, I don't know; but, as I say, there is nothing there that differs from our general instructions. He had that printed out instead of giving it to the employees verbally. That is about the only difference.

Chairman WALSH. Yes.

Mr. HUNGERFORD. That saves him, I suppose, some labor.

Chairman WALSH. That is within the general scope of his authority?

Mr. HUNGERFORD. Yes; within the general scope.

Chairman WALSH. And of your instructions to him?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Now, would a failure to do any of the things mentioned in there call for discipline on the suspension book?

Mr. HUNGERFORD. Well, they would come in—many of those—some of them, I should think—I can not carry them all in my mind—would come in under reprimand. I don't see any there that would come in under suspension.

Chairman WALSH. To whom do the charges of dereliction go directly? Suppose a man was accused, now, of having committed any of those things, who would get the information?

Mr. HUNGERFORD. Come to the chief service inspector.
Chairman WALSH. The district superintendent would not have anything to do with it?

Mr. HUNGERFORD. It would be taken up with him then to take up with the employee. Or it might come to the district superintendent first and then to the chief service inspector. But perhaps it would come to the chief service inspector himself—that is, if it was on a complaint made by some outside person.

Chairman WALSH. Now, I will read the "Things Not to Do," and I would like you to follow them closely, because I am going to follow that with the same question, as to whether or not the doing of any of these things would subject a man to discipline or not. [Reading:]

- "To conductors and porters:
- "Don't chew tobacco.
- "Don't chew gum on duty.
- "Don't carry a toothpick in your mouth on duty.
- "Don't smoke or drink on duty.
- "Don't wear soiled linen.
- "Don't sleep on duty.
- "Don't wear jackets with one button.
- "Don't visit with porters in other cars.
- "Don't leave cars unguarded at any time day or night.
- "Don't handle woodwork with bare hands, always use a cloth.
- "Don't wear a towel or handkerchief around your neck instead of a collar.
- "Don't lean against car when receiving passengers or standing at a terminal station; stand up straight—look pleasant.
- "Don't make unnecessary noise in moving about the cars at night.
- "Don't step on seats or arm rests when making up or putting away berths.
- "Don't wear a frown on your face.
- "Don't use low and vulgar language.
- "Don't enter drawingroom, stateroom, or ladies' toilet room before knocking.
- "Don't put away berths at an early hour in the morning, awakening other passengers.
- "Don't put away berths in the morning before asking passengers to do so.
- "Don't accept effects from passengers and put them in lockers for safe-keeping.
- "Don't leave stepladder in passageway or aisle of car at night after it has been used. Place it in the locker.
- "Don't leave grips and suit cases in the aisles or passageway if they can possibly be located under the berths.
- "Don't ask to be relieved at foreign stations, unless in case of sickness.
- "Don't go to sleep after conductors have called you, and it is the end of your time for sleeping. Be wide-awake and on watch.
- "Don't leave porter's drinking glass in the public washrooms.
- "Don't loop smoking car portiere curtains up over the hat hooks.
- "Don't carry yourselves in such a manner as to impress the passengers that you own the cars, and that it is a privilege to allow them to ride. Remember we are all servants of the public and as such must comply with the public's wishes at all times; that is, be courteous and gentlemanly, answering questions intelligently and promptly, doing everything in your power to please the public.
- "Don't use towels for display purposes in wash rooms, pillow slips for hat bags, or sheets to cover passengers' clothing or sofas in rooms.
- "Don't slam vestibule or trap doors.
- "Don't wear uniform coat or overcoat over white jackets.
- "Don't put ice in coolers with bare hands.
- "Don't use any but the company's buckets inside of cars.
- "Don't put scrib buckets inside of ice buckets in lockers.
- "Don't use the linen as dust cloths.
- "Don't fail to frequently wipe woodwork on passageway partitions and white toilets.
- "Don't call to each other when passing on trains.
- "If it is necessary to blacken shoes in the smoking room, on account of objections of passengers to the noise, never take more than one pair at a time.
- "Don't tell passengers we will stay here any certain length of time, but when asked how long train stops, say train is due to leave at a certain time, whatever the schedule calls for."

Now, is the failure or is the doing of any of those things I have read—does the doing of any of those things call for reprimand or book suspension?

Mr. HUNGERFORD. The majority of them would be just simply ordinary cautions and asking them to correct them and not make mistakes. There are a few in there that would come under the head of penalties. I notice you had one, drinking while on duty.

Chairman WALSH. So that is quite a great deal different from the first one? The "Don'ts" are quite a great deal different from the "Do's"?

Mr. HUNGERFORD. From the "Do's"; yes, sir. Those mentioned there, visiting in the cars and drinking on duty, they would come in under the list of penalties; but the great majority of them are just simply for the information of the porters, as I said before, instead of telling them verbally what to do, which is better; he has got a labor-saving device and got it printed out.

Chairman WALSH. Has there been much complaint to your office as to the handling of your men both as to compensation and as to the rules as to whether or not that is the general situation?

Mr. HUNGERFORD. No; there is not.

Chairman WALSH. Would you be the person generally in charge to observe those things and look into them if they were wrong?

Mr. HUNGERFORD. I would; I would know about them.

Chairman WALSH. Did you read the record of the Public Utility Commission of California in which the chairman of that commission notified Mr. Dean that they had failed to find one person in the State or one employee in the State of California that did not have objection to their treatment or their wages in some manner?

Mr. HUNGERFORD. I read that statement; yes.

Chairman WALSH. You read that statement? That was Mr. Eshleman, the present lieutenant governor of California.

Mr. HUNGERFORD. Yes, Mr. Eshleman.

Chairman WALSH. Now, I want to call your attention to certain letters that we have received. This inquiry was placed upon our list of inquiries in response to a very wide-spread demand from the employees. We have taken a number of letters which seems to epitomize what might be grievances and an ascertainment was made first of that person as to whether he was a bona fide employee of the Pullman Co., and it was afterwards checked by our investigators with other conductors to see whether the complaints extended generally throughout the service, or depended upon one person who might have some particular grievance. So I am going to read you a few of those letters that were picked out for your comment, so you may have a fair opportunity to comment upon them.

I will say this, that the fact—I believe I have stated—was established that these were bona fide employees, and in all instances they have asked to have their names withheld, which we have uniformly granted in all industries that we have investigated. [Reading:]

"October 15, 1914. I understand the railroads in the State of Illinois pay their employees in full, and I can see no reason why the Pullman Co. could not do the same, as it means a great deal to the employees. On a recent pay day in Los Angeles a bulletin was posted over the cashier's window, stating the company had failed to mail the pay checks in Chicago and they would arrive a day late. Therefore, pay day would be on the 16th instead of the 15th of the month. A great many who were on long runs were inconvenienced by such an error, as they were obliged to make an extra trip before receiving their check. If each district in the different States made out their own pay checks, as they did in Colorado before they ceased to comply with the law, there would be no errors of this kind to discommode employees."

The thing I principally desire to ask you is, is it a fact that your company at first complied with the semimonthly pay law of Colorado and afterwards ceased to do so?

Mr. HUNGERFORD. It is my understanding and recollection that the law included and had reference to shop employees. We paid our shopmen, I think, semimonthly. I don't know whether we ever paid the car employees semimonthly or not. I don't know of any change being made, because, as I stated this morning, we are governed in that matter by the regulations of the State. I don't know of any change having been made in the date of pay of the car employees.

Chairman WALSH. Now, then, this same man says [reading]:

"I will give you a brief outline of some of the sleeping quarters furnished by the company in different districts."

Now, do I understand that these sleeping quarters are furnished to employees who have worked a certain length of time for your company?

Mr. HUNGERFORD. No; they are furnished free to all men who run into those places.

Chairman WALSH. Irrespective of length of service?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH (reading): "Omaha. Three double-deck beds in the basement of the Pullman office. Very damp during the rainy period. No bath."

Mr. HUNGERFORD. Well, I take exceptions to that. It is a building that is on the side of a hill, so that is the ground floor on that side of the building. It is not a basement. The doors open right outside and the windows open right outside. I don't know whether they have any bath, but there is running water in the rooms.

Chairman WALSH (reading): "Denver. A small room in the depot with six single beds. Impossible to sleep on account of noise. No bath."

Mr. HUNGERFORD. I don't know the date of that. Of course, at the time the building was being remodeled—

Chairman WALSH (interrupting). This is October 15, 1914.

Mr. HUNGERFORD. Well, I think probably that is so. They remodeled the station in Denver. We have office quarters in the building at Denver as well as sleeping quarters for the men, and they remodeled the building and forced us out of the second floor and down onto the first floor at the time. They are back there now, I think.

Chairman WALSH. What are the sleeping arrangements?

Mr. HUNGERFORD. They have a room there on the second floor that is reported to me as being ample.

Chairman WALSH. How many beds?

Mr. HUNGERFORD. I could not say.

Chairman WALSH. How large is it?

Mr. HUNGERFORD. I could not say.

Chairman WALSH (reading): "Salt Lake City. Two small rooms in the Wellington Hotel. Four single beds in one room. Chairs in the other. Employees have access to public bath. This building was condemned several years ago. Employees are assigned to a certain bed, and their hours of rest are limited so as to accommodate the overflow which comes in at different hours during the day and night."

Mr. HUNGERFORD. I know nothing about that. We have our inspectors going around to these various places, and they are supposed to inspect on these different things in addition to service inspection. We have no reports come from there that their quarters are not satisfactory.

Chairman WALSH (reading): "Ogden. An old dismantled Pullman car which occupies a very prominent place in the midst of the coach and freight yard and where the switch engines are very busy day and night, rendering it almost impossible to sleep. For several years this car was without a toilet. No bath."

Mr. HUNGERFORD. Well, it has a toilet and bath now. It is a car that is out of date, to be sure; but the same beds we furnish our passengers with. It has electric light, toilet, and bath now. It is off to one side and away from the station, but it is very convenient; more so than it would be in town.

Chairman WALSH (reading): "Portland. Two rooms in the Hoyt Hotel, which are very comfortable. Employees have access to public bath.

"San Francisco. A room is furnished across the bay at Oakland Mole near the depot. It has three double-deck beds. No bath."

Mr. HUNGERFORD. Yes; they have had that car there. It has been fixed up and remodeled especially for them, I understand, and makes very satisfactory arrangements. It is on the pier. It is cool in the summer time, and it has steam heat, hot and cold water all the time, and is equipped with bath and is partitioned off for a reception room and for a place for their baggage, and I believe it has proven pretty satisfactory. They did have a room at one time in the building, but we have taken that for the receiving cashier's office since.

Chairman WALSH (reading): "There are no sleeping quarters furnished in San Francisco proper, as the company knows a great many of the hotels furnish the employees with sleeping quarters without charge."

Are you aware that is the practice in San Francisco?

Mr. HUNGERFORD. I am aware of the fact that our lines do not terminate in San Francisco, but at Oakland, and there is where our sleeping quarters are provided. That is where they take their trains and where they leave them.

Chairman WALSH. Is it a fact that many of the hotels of San Francisco do furnish your employees with sleeping quarters without charge?

Mr. HUNGERFORD. I don't know whether they do or not. We have provided them with quarters at Oakland Mole, where the line terminates.

Chairman WALSH (reading): "Los Angeles. No sleeping quarters are furnished. The company depends upon the different hotels to take care of employees."

Mr. HUNGERFORD. We have no sleeping room there, for that matter was taken up some years ago, and we found that the hotels there were taking care of the men, and they would not accept the quarters we provided for them, and so we have not provided for them. We have been extending the use of these rooms as the circumstances seem to require.

Chairman WALSH (reading): "El Paso. Two rooms in the basement of an apartment house. Each room has four single beds. Employees have access to public bath. These rooms are very insanitary, as the wind blows almost constantly, and I have seen the beds and bathtubs covered with dust and dirt from the streets. Employees are obliged to sleep in these quarters, as they can not afford to pay the prices asked at the hotels."

Is that the situation at El Paso?

Mr. HUNGERFORD. It is not the situation to-day. I guess it is, so far as the wind blowing. I think it blows there all the time. That has been my experience when I was on the Rio Grande.

Chairman WALSH. Well, leave out the elements.

Mr. HUNGERFORD. The quarters have been changed. They are in the Hotel Raymond, I think, that is the name of it. They are satisfactory, so far as I know, now.

Chairman WALSH. So that has been eliminated?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And this gentleman says [reading]:

"I have slept in all of the above-mentioned quarters, and I am frank to say that I have not drawn on my imagination in the least. If anything, I have not pictured them quite as bad as they really are."

"The company does not furnish a call boy for conductors as the railroads do; but we are expected to be on the job, and protect our run regardless of how little sleep we have had. If we should oversleep and miss our run we are penalized in some way. In Ogden and El Paso in the sleeping quarters an alarm clock is used to awaken us in time for our train, but this is very annoying for the men who are still sleeping."

Do you have any comment to make on that?

Mr. HUNGERFORD. I have not any comment to make on it.

Chairman WALSH. Well, is it correct?

Mr. HUNGERFORD. I don't know anything about it. I don't know whether they have a call boy. They are supposed to report to their runs in time to take them out.

Chairman WALSH. You have no call boy such as the railroads have?

Mr. HUNGERFORD. No, sir; not that I know of.

Chairman WALSH. Sir?

Mr. HUNGERFORD. No, sir.

Chairman WALSH. And those smaller details, about the alarm clock, you have no personal knowledge about?

Mr. HUNGERFORD. No—

Chairman WALSH (interrupting). Now, this is another letter, November 12, submitting an inclosed list of porters, and he says [reading]:

"I have questioned each man in the inclosed list of porters and find the company deducts a certain amount from their checks each month. I find it varies from 40 cents to \$1.50, and in a few cases even more than \$1.50. Most of the porters claim they do not offer a complaint, as their time and car fare would equal the amount deducted, as they would be compelled to go to the storeroom in the yards, then to their superintendent, and from the superintendent to the general office in the Pullman Building before their claim would be adjusted."

Does that honestly portray the situation?

Mr. HUNGERFORD. No; I think not. I don't know. He talks about the Pullman Building. That has reference to some Chicago porter.

Chairman WALSH. Yes; this is from Chicago.

Mr. HUNGERFORD. The linen situation is one that is a pretty embarrassing situation all around. The linen is turned over to the porter, and it is part of his duties to handle that linen. I feel, though, that if he has exercised the proper care to count his linen that he will have no trouble. The fact of the matter is that they do not count their linen. Our shortage last year, what we call porters' shortage of linen, amounted to \$178,000. That is in addition to our condemnation and shortage by theft, which would run it up to \$300,000. Of that \$178,000 there was about 17 per cent collected from the porters, more in the line of discipline for failure on their part to comply with the instructions to count the linen and to exercise due care. We have had that matter under consideration for some time, and the company is now doing away with these porters' collections—

Chairman WALSH (interrupting). With what?

Mr. HUNGERFORD (continuing). Doing away with them and make them apply the disciplinary penalty for failure to carry out instructions when they do not do it. I do not think the porters would like it any better. I don't think that the porters generally feel that they are unjustly treated in regard to the collection of linen. There must be some restraint and some restriction put on the handling of the linen to prevent its promiscuous loss. As I say, now it runs up to \$178,000 a year. It is part of the duties of the employee to take that linen and to take care of it and to exercise due care over it. They are given the benefit of every doubt in any mistake—the carrying off of linen by passengers—if there is any mistake made by the linen counter, they note it on their card that they sign, and they are excused. The trouble is they sign these receipt cards for the linen without counting it.

Chairman WALSH. Well, now, as to that part of this complaint, that is, that they do not offer their complaint, as their time and carfare would equal the amount deducted, as they would be compelled to go to the storeroom in the yards, then to their superintendent, and from the superintendent to the general office in the Pullman Building before their claim could be adjusted. Is that correct?

Mr. HUNGERFORD. I don't know of any necessity for their coming to the Pullman Building. The fact of the matter is that they can't come to the Pullman Building in all these other districts, and I don't think they do here. I don't know why they should.

Chairman WALSH. Suppose the superintendent refused to adjust it?

Mr. HUNGERFORD. They can come to the Pullman Building; anybody can, to appeal.

Chairman WALSH. That is probably what is meant here.

Mr. HUNGERFORD. It may; coming there to appeal; but I don't think the conscientious man who has tried to handle his linen in a proper manner has any occasion to appeal. I do not think that circumstance has arisen. I do feel that the superintendents are giving the men every possible consideration in regard to those linen shortages. It is a sort of moral effect. If we did not have anything; if we had it wide open, I don't know where our linen would go to.

Chairman WALSH. Here is a letter dated September 28, 1914 [reading]:

"I feel justified in saying the employees would not object to rules under favorable working conditions, but a conductor or porter who is on the road three or four consecutive days and night, as many of them are, with but four hours' rest each night, will find it a hard task to live up to some of them, especially the one "Don't sleep on duty." When the berths are all made down at night the conductors and porters are required to spend the hours of watch sitting on a camp stool at the end of the aisle night after night.

"I will outline briefly some things that a conductor and porter are required to do:

"They have to purchase their own pencils; indelible only permissible.

"Porters are required to furnish the shoe polish used upon the passengers' shoes.

"Both conductors and porters are required to appear in full uniform before the superintendent or one of his subordinates and be inspected each month before they get their check. If they pass O. K., they receive a slip signed by the inspector which they present to the cashier and receive their check. If they do not pass O. K., they are ordered to purchase a new uniform or some part of one, as the case may be. In this event they are given a slip with the amount to be deducted from their check by the cashier, who pays them the difference, if any."

They do purchase their own pencils, do they, and are required to purchase a certain kind?

Mr. HUNGERFORD. Well, I guess they furnish the pencils. We do not furnish them as a general practice. We do not furnish the pencils; no.

Chairman WALSH. And are they required to use indelible pencils?

Mr. HUNGERFORD. I don't know anything that calls for an indelible pencil; but it may be so.

Chairman WALSH. You have already mentioned that the policy is true as to the requirement about the uniform?

Mr. HUNGERFORD. Yes, sir; they are required to have their uniforms inspected each month. It is necessary that that should be done. We formerly had a great many complaints as to the appearance of the employees on the cars. A good many porters, especially new porters, would borrow the uniforms from one to another, so we had to have some fixed time to have them inspected. I don't know about making the deductions. I don't think that is so. They were probably told it would be necessary to get whatever uniform was necessary if the one they had on was not presentable.

Chairman WALSH. You think it is not the custom of the inspector, then, to give a slip to the inspected employee with the amount to be deducted from the check by the cashier?

Mr. HUNGERFORD. I don't think so; he can't give him the amount to be deducted by the cashier; no. I will say that that is not right. He gives them a check to the cashier that everything is O. K., but I don't think he gives him a check to deduct the amount from the pay roll unless he authorizes it.

Chairman WALSH. Now, I will call your attention to another matter that was beyond my understanding there. I don't see how they could determine what was necessary to be deducted, but I will read you another paragraph to which I wish you would pay particular attention. It is about that semimonthly pay law. He says [reading]:

"Some States have a law compelling them to pay their employees semimonthly, which is very satisfactory to employees. Colorado was the first to pass this law, in 1897, and the company complied with it until the shops were moved from Denver to Richmond, Cal. This diminished the pay roll considerably. The company, since that time, have been paying but once per month. The shops were moved in 1910. This law is still in effect in Colorado, but no employees there question the company's right in not complying with State law. The checks are made out in Chicago and forwarded to the different districts to distribute them. By paying monthly it means that the company retains one-half a month's salary from each employee, which is quite an item, as they have several thousand."

What comment have you to make upon that?

Mr. HUNGERFORD. Well, I think I covered that this morning about as fully as I am able to do.

Chairman WALSH. Who could tell—from your headquarters—what the practice is in the State of Colorado in reference to the semimonthly pay law?

Mr. HUNGERFORD. Well, the legal department would have to pass on that.

Chairman WALSH. Well, what are the facts?

Mr. HUNGERFORD. I don't know that there is any such thing; but, as I said this morning, my impression is that we paid at the shops semimonthly. I don't think at that time the car employees were paid semimonthly. I don't think there has been any change. I don't know of any law there now requiring them to be paid semimonthly. If so, I do not know why we are not complying with it.

Chairman WALSH. He follows [reading]:

"The company is opposed to any organization among their employees, as it leaves them free to dictate to the man and to add any additional work they see fit for them to do.

"Conductors who operate between Los Angeles and Salt Lake City for the San Pedro, Los Angeles & Salt Lake road lay over in Salt Lake City from 6.30 a. m. until 11.50 p. m. They report for duty at 8. p. m., and at 9 p. m. the passengers are allowed to go aboard the sleepers. The tickets, both railroad and Pullman, are lifted at the depot gate as the passengers pass through. Ever since the road has been in operation, which is about nine years, or at least ever since this rule of taking up tickets at the gate was passed, the Pullman conductor lifted the Pullman tickets and an agent furnished by the railroad lifted the railroad tickets. August 31 of this year the ticket agent's position was abolished. This saves the railroad company \$115 per month. Instead of ordering

the train conductor who was due out on this train to report at 9 p. m. and collect the railroad tickets they requested the Pullman Co. to have their conductor lift the railroad tickets along with the Pullman tickets. This means extra work for the Pullman conductor without additional pay."

Is that correct?

Mr. HUNGERFORD. It may be so. It is done in some places. We have been requested by the railroads to have our conductors, where the cars are placed in the station early for the reception of passengers for a train that departs late at night, to take up the railroad transportation at the time the Pullman transportation is lifted. It does not make any great amount of work. The passengers come dragging along one at a time and we asked them to put the railroad transportation in the envelope with the Pullman transportation; and it does not incur any great hardship on the men to speak of. As I say, it may be the case in some places and it may be so at Salt Lake.

Chairman WALSH (reading). "If the men were organized as the trainmen are, they would object to the above-mentioned as well as numerous other things they are compelled to do.

"On many roads they are compelled to handle the railroad tickets while on train. I will mention two roads, the Santa Fe and Pennsylvania."

Leaving out the conclusion as to the men being organized, you have already spoken about that, unless you care to say something—

Mr. HUNGERFORD. Yes.

Chairman WALSH. Do they handle the railroad tickets on those roads?

Mr. HUNGERFORD. They do on the Pennsylvania, and I think on most of the trains of the Santa Fe.

Chairman WALSH. We have a communication dated November 25, 1914, regarding insurance, as follows [reading]:

"Regarding insurance I will say the company urges their employees to carry insurance either in the Continental Casualty Co. or the Fidelity & Casualty Co., and the payments are deducted each month from the employees' checks. The company has printed circular letters pertaining to the indorsement of the above insurance companies, which they send out to the different districts. They formerly posted bulletins in the bulletin books referring to the indorsement of said insurance companies.

"When a conductor enters the service of the company he is introduced to an insurance solicitor by some one in the office, usually the instructor, and between the two the conductor is influenced to accept the policy. The report is current that either the Pullman Co. is interested in the above insurance companies or else the officials are carrying a free policy at the expense of the men."

I wish—what do you say as to that? Have you anything further than that your attention was directed to those two companies?

Mr. HUNGERFORD. I think not; no. I think that covers it.

Chairman WALSH. Do you know of any instance in which any of the officials are furnished favors from those companies for soliciting insurance from the men?

Mr. HUNGERFORD. I do not.

Chairman WALSH. And do you know whether or not any of the officials of the Pullman Co. are interested as stockholders, directors, or managers in the insurance companies?

Mr. HUNGERFORD. I think I can safely say they are not.

Chairman WALSH. Now, another paragraph [reading]:

"I wish to call your attention to the manner in which conductors are being treated at the present time. In a number of the districts there is a surplus of extra men, due principally to the different railroads taking off some of their trains. In Los Angeles there are 19 extra conductors. The company, without consulting the men who are entitled to hold their regular run, assigned an extra man to the different runs, causing all men to lay over an extra day at their own station each trip, which they do not get pay for. Each man loses from three to five days each month. The company wishes to hold these men, as a great many trains will be put back later. I am sure if the old men were consulted in the matter they would be willing to meet the company halfway. The above method is not practiced by railroads proper among their employees."

What do you say as to that?

Mr. HUNGERFORD. Well, about all I know is that there have been a number of trains taken off to the Pacific coast, as there have been all over the country;

and there are unfortunately. I am sorry to say, quite a number of men on the extra list. I presume it is the desire of the district superintendents to keep the men employed and to divide the work as much as possible among all of those men, as stated there, to let them share alike. Certainly that would avoid the statement that there would be any discrimination exercised. I don't know that to be a fact, but I should say that possibly that is correct. I know there are quite a number of men that are on the extra list—more than we should like to see.

Chairman WALSH. This gentleman says [reading]:

"For your further information I am writing you concerning conductors who operate on second sections of Santa Fe trains No. 3, Chicago to Los Angeles. I am told there is a second section on an average of every other day to take care of the extra travel to California at this time of year. As this train is a limited train, conductors are paid \$100 a month regardless of time and service. The equipment of these trains is returned to Chicago deadhead shortly after their arrival at Los Angeles. The conductors and porters are due to return with the deadhead equipment, but the conductor is held in Los Angeles a couple of days and returned in service on a train of inferior class, either No. 2 or No. 10, and the conductor who is due to return on No. 2 or No. 10 is returned on the deadhead equipment on his arrival in Los Angeles. This is a saving of \$10 per month in salary to the Pullman Co., as the limited conductor would be entitled to pay at the rate of \$100 per month if he was allowed to return in charge of the deadhead equipment. But owing to the change his pay is reduced from that of a limited conductor to whatever his time and service entitle him to. This applies to his eastbound trip."

Is that correct?

Mr. HUNGERFORD. I don't understand how that can come in. In the first place I don't understand that for deadheading they are entitled to that rate of pay at all. If they have been receiving that, it seems to me they have got more than they are entitled to. This limited rate of pay is paid for a special high-class service. If he goes out on an extra train—take a man that has a grade, say, of \$90 or \$95 a month and he goes out on that limited train, I should say he was only entitled to that limited rate of pay for the time he was employed on that. Now, if they have been allowing him the extra deadheading, I think probably he has got more than he is entitled to, and he can not complain if he don't get it every time. I don't know anything about it.

Chairman WALSH. He says further [reading]:

"Conductors on various occasions have asked the company when lost articles are turned in, and the company has kept same a reasonable length of time and are satisfied the owners will not claim them, that they be turned over to the porter who found same; but the company refused to do this. It would at least be an incentive to porters who are very much underpaid to turn in all lost articles promptly."

Mr. HUNGERFORD. I don't see his point.

Chairman WALSH. Why, the point seems to be made by this gentleman that after a certain length of time lost articles should be given to the porter who found them. Is there any time at which the company disposes of articles for cash?

Mr. HUNGERFORD. Oh, we have the greatest quantity of stuff turned in from the cars you can imagine. If we could get rid of the lost and found properties, we could save quite a number of clerks—one at least in each district. Night-shirts and articles like that and clothing are turned over to the hospital at the end of a month. Rubbers and old stuff not sanitary are thrown away. Anything of any value is kept for a matter of two months before it is taken out of the district, waiting for a claimant.

Chairman WALSH. I did not catch it.

Mr. HUNGERFORD. I say, waiting for a claimant. We endeavor to locate the owner just as far as it is possible to do it, and we are very careful about that. At the end of two months any articles of value are forwarded to the chief service inspector, who turns them over to the treasurer to be held. A receipt is always given to the employee for any articles of value. I will say that we have had very few articles of any value that we have not been able to locate. In regard to turning them over to the porter or to the employee who found them, it is pretty hard to tell when they will be claimed. I know I was in communication here only last week with some man out in Arizona, who was asking for a very valuable pair of field glasses turned in last October, and those were held out in Los Angeles, or the district office, wherever it was, for two months,

the train conductor who was due out on this train to report at 9 p. m. and collect the railroad tickets they requested the Pullman Co. to have their conductor lift the railroad tickets along with the Pullman tickets. This means extra work for the Pullman conductor without additional pay."

Is that correct?

Mr. HUNGERFORD. It may be so. It is done in some places. We have been requested by the railroads to have our conductors, where the cars are placed in the station early for the reception of passengers for a train that departs late at night, to take up the railroad transportation at the time the Pullman transportation is lifted. It does not make any great amount of work. The passengers come dragging along one at a time and we asked them to put the railroad transportation in the envelope with the Pullman transportation; and it does not incur any great hardship on the men to speak of. As I say, it may be the case in some places and it may be so at Salt Lake.

Chairman WALSH (reading). "If the men were organized as the trainmen are, they would object to the above-mentioned as well as numerous other things they are compelled to do.

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I wish—what do you say as to that? Have you anything further than that your attention was directed to those two companies?

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Chairman WALSH. And do you know whether or not any of the officials of the Pullman Co. are interested as stockholders, directors, or managers in the insurance companies?

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Chairman WALSH. Now, another paragraph [reading]:

"I wish to call your attention to the manner in which conductors are being treated at the present time. In a number of the districts there is a surplus of extra men, due principally to the different railroads taking off some of their trains. In Los Angeles there are 19 extra conductors. The company, without consulting the men who are entitled to hold their regular run, assigned an extra man to the different runs, causing all men to lay over an extra day at their own station each trip, which they do not get pay for. Each man loses from three to five days each month. The company wishes to hold these men, as a great many trains will be put back later. I am sure if the old men were consulted in the matter they would be willing to meet the company halfway. The above method is not practiced by railroads proper among their employees."

What do you say as to that?

Mr. HUNGERFORD. Well, about all I know is that there have been a number of trains taken off to the Pacific coast, as there have been all over the country;

the next morning. From the 21 hours then he is given only 4 hours sleep. This run is covered by three train conductors, an average of 10 hours for each man. And the conductor from Denver to Salida, 215 miles, with a night over coming back to Denver, gets about the same lay-over at home that the Pullman conductor gets having gone to Ogden and return, 1,500 miles."

Mr. HUNGERFORD. I guess that is ancient history. You say that is in 1913?

Chairman WALSH. Yes, sir.

Mr. HUNGERFORD. Your Mr. West advised us there was some complaint about that, so I looked it up. There is no Denver-Ogden run now. It is Denver and Salt Lake.

Chairman WALSH. Mr. West called your attention to this particular matter?

Mr. HUNGERFORD. Yes. So I say I looked that up; but I do not pretend to keep all these runs in my head. But I can tell—they leave Denver about 8 o'clock in the morning and get to Salt Lake City the next noon, and remain there until the next afternoon, and leave there about 4 o'clock and get back to Denver the next evening, and lay over 36 hours—lay over at Denver, and 24 hours the other way, and they have their relief at night. Besides I don't consider it a long, hard run. Our service duties are different—entirely different from those of the train conductor. The train conductor has got the responsibility of the train on his hands, and our conductors have got about the same as the passengers.

Chairman WALSH. About the same as the passengers?

Mr. HUNGERFORD. Yes; it is no harder to make the trip than for the passengers. You know that a great deal of our travel is made for pleasure travel. The service is entirely different from that of the train conductor. He has got to be on his feet all the time and got the responsibility on his hands.

Chairman WALSH. Well, is that taken into consideration in the compensation given to the conductors as well as the hours they are required to remain on service; that is, that pleasure in traveling?

Mr. HUNGERFORD. Oh, not at all. We take the condition as we find it. As I said before, I don't believe, notwithstanding all that is said about the rate of pay, take a young man with a future before him, with the present condition, present arrangements of pay, has any better opportunity with any other concern than with the Pullman Co. The opportunity is worth something to the man. And his measure of success depends very largely on the energy and the conscientious effort that he himself makes. Ninety per cent of our officers in the various districts and assistants are—were Pullman conductors. They have risen from the ranks, and there are always vacancies for those who show aptitude to fill them. And even if we did not take advantage of these men that are making conscientious effort, they are running and coming into contact with men of affairs all the time. We have cases of men who will be advanced to other businesses and other lines—a great many men—men of prominence, I will say, have stated that they have ridden with a certain conductor and asked about him and have taken him away from us. A great many men to-day, who formerly have been Pullman conductors—I don't think the experience with them has ever been any detriment to them.

Chairman WALSH. He continues* (reading):

"We have a short run on the Union Pacific, Denver to Cheyenne, 107 miles. The Pullman conductor gets up at 5.30 o'clock a. m., leaving Denver at 7.20 a. m., and gets back to Denver at 6.05 p. m., it being 7 p. m. when he gets away from his train and home. He works every day; no holidays; no Sundays; and no vacations; 13½ hours every day. He has no opportunity to interest himself in the duties of citizenship and is almost a stranger to his family. The train conductor on this same run is given every fifth day off."

Is that correct?

Mr. HUNGERFORD. What is the date of that letter?

Chairman WALSH. That is the same letter. I will tell you when I leave that letter. That is a letter dated December 23, 1913.

Mr. HUNGERFORD. The reason I say that, I don't think there is any such run. I don't think there is any run like it now.

Chairman WALSH (reading). "Conductors and porters make runs from Chicago to the coast, four nights with four hours' sleep at nights, and the porter often puts in two out of the four without any rest at all; and in case of trains being late, which they often are, many hours, the employee gets no allowance for extra time."

He adds to that:

"I have given only two or three runs, and what I give pertaining to them will no doubt apply to the entire working operation of the company throughout the United States."

Mr. HUNGERFORD. I did not get the point of that.

Chairman WALSH. Well, I will give you the last. He says [reading]:

"Conductors and porters make runs from Chicago to the coast, four nights with four hours' sleep at nights, and the porter often puts in two out of the four without any rest at all; and in case of trains being late, which they often are, many hours, the employee gets no allowance for extra time."

Mr. HUNGERFORD. There is no run that I know of, and I am safe in saying there isn't any run where he does not get some relief between here and the coast. If the train is late an hour or so, though, he would not get any extra pay; if the train was late so as to interfere with the run, another car would be put on, and they would be held over and paid until they got back.

Chairman WALSH. He follows [reading]:

"I have given only two or three runs, and what I give pertaining to them will no doubt apply to the entire working operation throughout the United States."

"An investigation will show that employees are putting in 20 out of 24 hours from two to four days at a time; that porters are paid a mere pittance and expected to hold up the public in order to get the wherewith to live; and that conductors are entitled to a much higher salary, and their runs should be the same as the train conductors."

"As to porters, while the tipping system prevails, a porter fares best in remaining with his car from its start to its destination, however long the trip is, in order to see all his passengers when the trip is ended."

Mr. HUNGERFORD. That is his opinion.

Chairman WALSH. That is his opinion.

Mr. HUNGERFORD. Yes; well—

Chairman WALSH (interrupting). I notice you said this morning that the men objected to having their long trips cut up—what is there about that circumstance—that the porter wants to follow the man who is going to give him the money?

Mr. HUNGERFORD. I had reference this morning to train conductors.

Chairman WALSH. What about porters?

Mr. HUNGERFORD. I think they like to run through as well. There may be something in what he says; I don't know.

Chairman WALSH. He follows [reading]:

"Make tipping unlawful, as it should be; create a condition whereby porters are compensated by the company with a living wage; and then it would be all to their advantage to have their runs shortened similar to what I have suggested for the conductors."

"Employees are fearful of making a move, as they know, should it become known, it would mean a discharge. For this reason, in the interests of other employees, whose assistance I shall secure, as well as in my own behalf, I hope the investigation is handled in such a manner that employees are protected in their positions."

What do you say as to his suggestion that tipping ought to be made unlawful, and that every person requiring the services of another should pay him a living wage?

Mr. HUNGERFORD. We certainly would have to meet any changed condition. We will simply have to pay whatever wages are necessary to secure the help to carry on the business. That is all there is about it.

Chairman WALSH. Well, we are attempting to get constructive suggestions. Now, here is a man from the other side who says make tipping unlawful and pay the men who work for you a living wage. What do you believe about that as being proper? Should tipping be made unlawful, and should it be made unlawful, or at least not respectable, for an individual or company to have anyone work for them or for him that was not paid a living wage so that he would be an independent man, not dependent on the largeness or kindness of another man?

Mr. HUNGERFORD. Well, that is a pretty comprehensive subject, and I would not care to answer it with the limited thought I have given to it.

Chairman WALSH. Here is another letter, December 11, 1913 [reading]:

"Several thousand employees, of which I am one, have been anxiously waiting for our company to do something of a substantial character; but it seems,

when our petitions to them, which I honestly believe have been reasonable, are ignored—not even the courtesy of a reply—our only hope is through pressure being brought to bear from some other source.”

Are there several thousand of your employees that from time to time have petitioned you for improved conditions, to which petitions you did not give reply?

Mr. HUNGERFORD. I have not seen any petitions about improving any condition, or heard of one. There have been, as I stated this morning, some petitions come in about increasing the rate of pay, and I think I have pretty well covered that.

Chairman WALSH. How many persons signed those? Did thousands of employees sign them?

Mr. HUNGERFORD. No; I would not say thousands, but I will say there were some; quite a number signed.

Chairman WALSH (reading). “November 30, 1913”—this is a letter received—“I am told of the existence of a body known as the Industrial Relations Commission. I would respectfully and confidentially ask you to investigate the conditions surrounding the employment of Pullman conductors and porters. As a conductor I can assure you that in many ways our position with the Pullman Co. is almost unbearable. Where employees, thousands of them, are putting in 20 hours out of 24, days at a time, and lay-overs not worthy of the name, at a quite insufficient salary, and this from an enterprise declaring huge dividends each year besides annually adding an immense amount to their reserve, I feel that it is high time that some move be made to bring about a change.”

That voices what seems to be a complaint on the part of some of those as to length of hours. Have you received many or few suggestions that the hours that the men work are too long, or that the hours that they were required to stay awake, leaving out of the question the work, are too long?

Mr. HUNGERFORD. Oh, they have been in some cases taken up. I can't recall any just now, but they have always received consideration, and would, any complaint by any employee. I do not—I can not conceive that that voices the feeling of the men generally, because I think the men generally know that they can take up any matter that relates to them, is of interest to them, and get proper consideration.

Chairman WALSH. Mr. Hungerford, how would you get the wishes and voice of the men generally in your service, and how do you get it?

Mr. HUNGERFORD. The men generally?

Chairman WALSH. Yes.

Mr. HUNGERFORD. Why, the men very frequently take up matters themselves, individually.

Chairman WALSH. How many individuals have called at your office for a raise in their pay during the last 12 months?

Mr. HUNGERFORD. Have not been any.

Chairman WALSH. Well, the year before how many called there?

Mr. HUNGERFORD. I don't know that any conductors have come to me asking for an increase in their pay.

Chairman WALSH. Here is a letter from a conductor, dated October 10, 1914. He says [reading]:

“I have given the company about 10 years of my time and am still employed as a Pullman conductor. I do not wish to be known as a klicker, but there are a few points upon which we all would be pleased to see some changes.

“First. Some of the runs are very long, extending over three days and nights, and we work 20 hours out of the 24. On the run on which I am working we make the trip from Portland to Omaha and return every nine days. The mileage is 1,784 each way, making 3,568 miles for each trip. The cost of the trip, or, allowing for 40 trips per year, totaling over 141,000 miles per year. Another feature is the high cost of living on dining cars and in restaurants, which has increased about 40 per cent during the past year, without any increase in salary. In fact, there has not been any increase in salary for several years, except to the office force. Several times we have sent in a petition asking for an increase, but have never heard from them.”

Are you acquainted with what the men you have heard here say? Is it a fact that the cost of living on the dining cars and in restaurants during the period of the year ending December, 1914, has increased 40 per cent?

Mr. HUNGERFORD. I don't know that the increase has been 40 per cent, but we all know that the prices of meals in dining cars have increased in the last few years; that is, I imagine, one of those long runs, which, as I said before,

I do not believe in. I think we can get them straightened out some day. I think they are too long myself.

Chairman WALSH. At this point I will ask you how many high officers, district superintendents, and so forth, are there whose positions conductors may hope to rise to?

Mr. HUNGERFORD. We have got some 80 or 90 of these district officers around the country, and they have their assistants and agents all throughout the country. I could not tell you the exact number.

Chairman WALSH. Here is a letter from a porter [reading]:

"I am sorry it is impossible for me to testify. I think it best not to testify for fear of losing my position. I run from Chicago to Los Angeles, 2,298 miles. I am on the road 3 days and 3 nights each way, with 4 hours' sleep each night and about 22½ hours' lay-over in Los Angeles. About 2½ of this 22½ is spent in the yards, which leaves about 20 hours' rest. When I arrive in Chicago I have 48 hours, but 4½ hours of this is consumed in riding the train from the depot to the yard on every arrival. The company always takes from 50 cents to \$1 out of our check each month for linen they claim is short. The \$27.50 per month we receive barely pays for our meals while on the road."

Is that a truthful statement of the condition on that run?

Mr. HUNGERFORD. I don't know that run. As I said before, I don't think that anybody pays for the linen if they will exercise due care in the handling of it.

Chairman WALSH. I called your attention a while ago to the statement of Commissioner Eshleman, of California. I find my memorandum of it. He says [reading]:

"As I told you in our office, we have yet to find a single employee of the Pullman Co. in the State of California that has talked to us—and we don't ask them; they talk to us from time to time—that thought your company was doing right by them; not a one. I have the first one yet to see who will say a good word about your company among the employees."

Now, you say you know about this. Have you made any investigation in the State of California as to the conditions existing there, so far as your company is concerned?

Mr. HUNGERFORD. Yes; we have. As I say, we sent inspectors out to cover that subject and talk with the men, and that effort has not developed any such thing as that. I notice he says that he has talked with some of the men. I hope and believe he did not talk with a great many.

Chairman WALSH. Now, you say that petitions were sent in that you deemed were gotten up by outside persons, and that therefore you did not notice them; but what was there about those petitions—because I want to call your attention to a letter there from a conductor—that caused no attention to be paid to those petitions?

Mr. HUNGERFORD. No; I did not say that no attention was paid to them.

Chairman WALSH. But I mean no answer given to them.

Mr. HUNGERFORD. Well, I don't know who you would answer.

Chairman WALSH. Well, just state were the names of the conductors signed to them.

Mr. HUNGERFORD. Yes.

Chairman WALSH. How many were there? Hundreds?

Mr. HUNGERFORD. I think I tried—I endeavored to make it clear that I would not say.

Chairman WALSH. Well, I did not get it clear.

Mr. HUNGERFORD. No; I tried to make it clear. I couldn't say. These petitions, as you know, came in here a year or two ago and were turned over to our vice president—he is the vice president now—and I have said I do not know what action has been taken. The only way you could make a reply to them would be to issue a general reply to them. I do know that the matter has been up for consideration with our people and is up now; but so far as making any reply, I don't know how you could reply to them. I don't see that there is any point in that in particular. Only one reply that you could make that would be satisfactory would be to grant an increase.

Chairman WALSH. How many conductors do you say you take on in normal times?

Mr. HUNGERFORD. About 2,500.

Chairman WALSH. Were 2,000 names signed to those petitions?

Mr. HUNGERFORD. No; I would not—you know—

Chairman WALSH (interrupting). Was there a thousand names signed to them?

Mr. HUNGERFORD. Well, as I said before, I can not say. I know they were all not signed up. I can not say how many were signed up, but I am only expressing a general recollection.

Chairman WALSH. Did they come from the different districts of your company?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Are they signed by some conductors in all of the districts?

Mr. HUNGERFORD. I would not want to make a positive statement as to that.

Chairman WALSH. Would you say there were 1,000 names signed to them altogether?

Mr. HUNGERFORD. I have stated that I could not make any definite statement.

Chairman WALSH. Were there 100 names signed to them altogether? I want to try to search your recollection now—I must for a moment—as to the number, as to how general that request was.

Mr. HUNGERFORD. Well, I have made about as clear a reply as I am capable of doing, and that is that I do not recall. I do not know that I examined them all. I know that I did not examine them carefully. I did not examine to see how many signed and how many did not. The fact that the request had been made was sufficient, and it would be recognized just as quickly as if it had been signed by the rest, or signed by all, as far as that is concerned.

Chairman WALSH. We received this letter of December 29, 1913 [reading]:

“DEAR SIR: This, the inclosed, you will note, is dated June, 1912, and as yet we have received no reply. It was sent from every important district in the United States, signed by at least 75 per cent of the Pullman conductors.

“While there is nothing in it concerning working conditions, this matter has been taken up in a verbal way through the various district superintendents frequently and without results. And inclosed with that was this:

“CHICAGO, ILL., June 4, 1912.

“THE PULLMAN CO., Chicago, Ill.

“GENTLEMEN: We, the undersigned Pullman conductors, beg to submit to you for your kind consideration a request for an increase in our salaries.

“Owing to the tremendous increased cost of living we find ourselves barely able to support our families, and we are unable to save anything for that rainy day which sooner or later comes to all of us.

“We take this opportunity to thank you for the due consideration which we have received from you in the past, and we want to assure you of our loyalty by putting forth our best efforts in a manner that at all times will retain the high standing of service which you require.

“Thanking you in advance for any favor you may see fit to grant us, we are,

“Very respectfully, yours.”

Is that the truth, that 75 per cent of your conductors signed a communication of that sort under date of June 4, 1912?

Mr. HUNGERFORD. I make the statement, as I said before—

Chairman WALSH (Interrupting). That you don't know?

Mr. HUNGERFORD. I do not know.

Chairman WALSH. Well, is this the petition you refer to which you say you thought was supposed to be signed by outsiders?

Mr. HUNGERFORD. What is the date of it?

Chairman WALSH. June 4, 1912.

Mr. HUNGERFORD. I don't think that is the date. I think we got a later one.

Chairman WALSH. I was going to ask you now, then, if there was not posted in the different offices and terminals of your company the following [reading]:

“Copy of petition”—this is our memorandum, which, according to Conductor “B,” was posted in every district in the United States in January, 1914, and generally signed by the Pullman conductors.

“JANUARY 23, 1914.

“THE PULLMAN CO., Chicago, Ill.

“GENTLEMEN: We the undersigned Pullman conductors beg to submit to you for your kind consideration a request for an increase in our salaries.

“Owing to the tremendous increased cost of living we find ourselves barely able to support our families, and we are unable to save anything for that rainy day which sooner or later comes to all of us.

“We take this opportunity to thank you for the due consideration which we have received from you in the past, and we want to assure you of our

loyalty by putting forth our best efforts to serve in a manner that at all times will retain the high standing of service which you require.

"Thanking you in advance for any favor you may see fit to grant, we are,
"Very respectfully, yours.

"Pullman conductors, please sign and forward promptly to President J. S. Runnells, the Pullman Co., Chicago, Ill."

Did you receive that sort of request signed by the conductors in every district in the United States?

Mr. HUNGERFORD. Oh, they received that request, but I can not say that they got them from every district in the United States. As I said before, I did not check off the list of them. It is a matter that would have to be passed on generally, and I can not give you the number that was signed up.

Chairman WALSH. A conductor has sent in a comparative list, to which I call your attention and invite your comment. First, railroad employees: Conductors, Los Angeles to Las Vegas, \$175 per month, brakemen \$105; from Las Vegas to Callente, conductors \$165, brakemen \$99.55; Callente to Salt Lake City, conductors \$175 a month, brakemen \$170; Salt Lake to Ogden, conductors \$146, brakemen \$93; Ogden to Green River, conductors \$165, brakemen \$99.55; Green River to Cheyenne, conductors \$165, brakemen \$99.55; and that the compensation of the Pullman conductors between the same points is, respectively, \$95, \$90, \$85, \$85, \$85, and \$85. Perhaps I had better pass you that so you can look at it.

Mr. HUNGERFORD. Of course, as I said before, our own men do not have to acquire any training, as they have to in the railroad business.

Chairman WALSH. That is all the comment you care to make, is it?

Mr. HUNGERFORD. Yes.

Chairman WALSH (reading). The time schedule and mileage for conductors on the Pullman run from Los Angeles to Cheyenne and return over San Pedro, Los Angeles & Salt Lake Railroad; Oregon Short Line Railroad; and Union Pacific Railroad, east bound, leaving Los Angeles Tuesday, report at 7.20 a. m.; leave Los Angeles at 9 a. m.; arrive at Cheyenne Thursday, 5.20 a. m. Time on duty, 46 hours, except 4 hours' rest each night; mileage, 1,303 miles; rest in Cheyenne 10 hours. Westbound, leaving Cheyenne Thursday; report 3.20 p. m.; leave 3.40 p. m.; arrive at Los Angeles, Saturday 10.30 a. m.; turning in reports at office, 10.30 to 11.30 a. m.; time on duty, 44 hours and 10 minutes, except 4 hours' rest each night; mileage, 1,303 miles; rest in Los Angeles, about 68 hours, or until Tuesday at 7.20 a. m. Total mileage, round trip, 2,606 miles.

"The above runs are operated by the Pullman Co. with seven conductors, one leaving Los Angeles each day, making one trip a week. These conductors operate along with 6 train crews each way, or 12 crews on a round trip.

"Pullman conductors on this run make 11,362 miles per month, while train crews make from 4,380 to 5,600 miles, according to their division and schedule.

"Mail clerks on the Union Pacific Railroad, Cheyenne to Ogden, make 4,907 miles per month."

Are those figures approximately correct?

Mr. HUNGERFORD. I don't know; that looks to me like a hard run. Do you want to retain this paper?

Chairman WALSH. I can give you a copy of it if you would like to take it.

Mr. HUNGERFORD. I would like to look into it.

Chairman WALSH. This has been submitted also [reading]:

"Below are a few runs that show the mileage Pullman conductors have to make per month:

"Denver & Rio Grande Railroad, Denver to Ogden, 9,515 miles.

"Southern Pacific Railroad, Los Angeles to San Francisco, 9,720 miles.

"San Pedro, Los Angeles & Salt Lake Railroad, Los Angeles to Salt Lake, 9,636 miles.

"Union Pacific and Southern Pacific Railroads, Omaha to San Francisco, 13,500 miles.

"Union Pacific, Oregon Short Line, and Oregon Railroad & Navigation Co., Omaha to Portland, 13,529 miles.

"Chicago, Burlington & Quincy Railroad, Chicago to Denver, 12,641 miles.

"Santa Fe Railroad, Chicago to Los Angeles, 15,191 miles."

Mr. HUNGERFORD. Am I to retain these copies?

Chairman WALSH. You may; but I would like you to answer that offhand, if you could, and then you may take this with you and verify them, so that the record may be straight on that. Have you any comment you can make offhand?

Mr. HUNGERFORD. I have not.

Chairman WALSH. You have not the information?

Mr. HUNGERFORD. I have not.

(The witness later submitted data in regard to the mileage made by Pullman conductors, and the same appears as "Hungerford Exhibit No. 2," at the end of this subject.)

Chairman WALSH. I will furnish you, then, with a comparative statement here of mileage; round-trip mileage, Cheyenne to Ogden, Cheyenne to Green River, Los Angeles to Cheyenne, and Denver to Cheyenne, which purports to give these facts, that a mail clerk runs 3,709 miles per month and receives \$150 per month, and that the regular train conductor runs 5,207 miles per month and receives compensation at the rate of \$165 per month; and that the Pullman conductor on the same run runs 6,509 miles per month and receives compensation of \$100 per month.

(Chairman Walsh here furnishes witness with copy of paper referred to.)

Is there a rule—I believe I read a rule against conductors soliciting business or recommending railroads or hotels—a rule against soliciting business or recommending hotels or railroads by your employees?

Mr. HUNGERFORD. You read that, did you not?

Chairman WALSH. I believe there is a rule of that kind?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Are you aware of the fact that hotels do furnish free accommodation to your conductors at different points?

Mr. HUNGERFORD. I am.

Chairman WALSH. Why do they do it?

Mr. HUNGERFORD. I never investigated to ascertain why they did. I say it used to be a custom pretty generally to take care of railroad conductors and sleeping-car conductors. They seemed to be desirous of their patronage, but that has gradually drifted away, and they are not doing it so much now.

Chairman WALSH. Do they still furnish free accommodation at certain hotels, to your knowledge?

Mr. HUNGERFORD. Yes.

Chairman WALSH. And is it not a fact that they furnish such free accommodation in the hope that they will recommend travelers to stop at those hotels?

Mr. HUNGERFORD. That is merely a supposition. You ask me, however, about the matter, and I think it is possibly so, but that is merely supposition.

Chairman WALSH. Is it not a fact that conductors and porters frequently carry cold lunches with them because they can not afford to eat in the dining cars and have enough left out of their salaries to support their families?

Mr. HUNGERFORD. It would be optional with them to carry their lunches, if they so desired.

Chairman WALSH. Has that been going on?

Mr. HUNGERFORD. I do not know whether it has, or to what extent, but I assume that it would.

Chairman WALSH. Would the company be willing to meet a committee of conductors and porters to talk over their grievances, with a view of remedying them, if such a committee were fairly selected from among the employees?

Mr. HUNGERFORD. Entirely so; at any time.

Chairman WALSH. What has been the tendency in the past year to cut down or increase lay-overs—about cutting down or increasing lay-overs?

Mr. HUNGERFORD. We have increased lay-overs and cut the runs, considerable of them during the last year.

Chairman WALSH. Is it or is it not a fact that some of the railroads from which Pullman conductors handle the railroad transportation for the railroad company offer to pay the Pullman conductors a stipulated sum for their work, and that the Pullman Co. refused to allow their conductors to accept it?

Mr. HUNGERFORD. No, sir; not to my knowledge.

Chairman WALSH. Did this ever happen on the Santa Fe Railroad?

Mr. HUNGERFORD. Not to my knowledge.

Chairman WALSH. Did it ever happen on the Pennsylvania Railroad?

Mr. HUNGERFORD. It never happened on any road that I have any knowledge of.

Chairman WALSH. Is it a fact that Pullman conductors have taken the place of gatemen employed by the San Pedro, Los Angeles & Salt Lake Railroad at the Salt Lake station?

Mr. HUNGERFORD. I think you covered that this morning. I think you said they had taken the train conductor away and asked that our conductor take

up the railroad transportation at the same time the Pullman transportation was lifted, and I said that probably that was so; it has been done in some cases.

Chairman WALSH. Are Pullman conductors ever charged for railroad transportation when called away by sickness or death, when there is no time to obtain transportation through the Chicago office?

Mr. HUNGERFORD. Are they charged with that?

Chairman WALSH. Yes.

Mr. HUNGERFORD. I do not understand the question.

Chairman WALSH. Are Pullman conductors charged for railroad transportation when they are called away by sickness or death, when there is not sufficient time to get transportation from the Chicago office?

Mr. HUNGERFORD. If they do not get transportation or do not have a pass, I suppose they have to pay fare.

Chairman WALSH. What is your rule or method for providing them with transportation when they are called away in an emergency?

Mr. HUNGERFORD. Any of our superintendents can make up application on the road for that.

Chairman WALSH. Is it done by wire?

Mr. HUNGERFORD. They can do it, yes, sir, without any wiring or writing.

Chairman WALSH. Are the porters required to occupy a camp stool while on watch during the night at the end of the car?

Mr. HUNGERFORD. They are provided with a camp stool—it ought to be a camp chair—so that they can keep watch of the car.

Chairman WALSH. At page 43 of the book of rules I find the following [reading]:

"It must be understood that the passengers and employees, and the baggage belonging to them, can not be searched without their consent, except by officers of the law, but prompt report must be made in any case where an employee declines to be searched. Employees are cautioned, however, not to suggest any personal search unless it be suggested by the passenger, in which event it is assumed that any employee of the company will readily consent to such search, and in that case the passenger should be requested to make the search personally, and it should be done, if possible, in the drawing room or smoking room."

Does that mean that a penalty would follow the refusal of a conductor or a porter who refused to allow a passenger to search his person?

Mr. HUNGERFORD. It does not.

Chairman WALSH. What does it mean?

Mr. HUNGERFORD. It means, in case of loss, if claim is made by a passenger sustaining loss on the car, if they questioned the employee, as they often do, and endeavored to throw suspicion on him, that it would be better for him to submit to the search to satisfy the passenger, and clear himself. But there is no penalty attached to it if he does not do so.

Chairman WALSH. On page 65 of the book of rules is this provision [reading]:

"The time at meal stations will be divided between employees, and under no circumstances will the conductor and the porter leave the car at the same time to go to the dining room."

Does that arrangement always give your employees sufficient time for their meals?

Mr. HUNGERFORD. I think so. The point of that is that sneak thieves frequently get into the cars when no one is there and make away with the passengers' effects.

Chairman WALSH. On page 70 of the book of rules, under the heading, "Accidents and damage to cars," is the following provision [reading]:

"Whenever wheels are removed en route, the employee left in charge of the car will ascertain the maker's name of the wheels removed and applied, their numbers, their position in the trucks, and the cause of the removal, and report the occurrence to his district superintendent, giving the location of the car at the time the change was made."

Are porters, when in charge of cars, required to make this sort of a report?

Mr. HUNGERFORD. When the porter is in charge of the car he performs the conductor's duties.

Chairman WALSH. And your answer would be that they would be required, under those conditions, to make such report?

Mr. HUNGERFORD. Yes, they would be.

Chairman WALSH. Referring again to this book of rules, on page 73, beginning at page 73, and on down to page 82, under the heading, "Communicable diseases," and including "Means of prevention, the temperature of the car, the use of disinfectants, fumigation," and so forth, that chapter being signed by Thomas R. Crowder, M. D., superintendent of sanitation; are porters supposed to familiarize themselves with the instructions contained in this book from page 73 to page 82, inclusive, and carry out those instructions?

Mr. HUNGERFORD. Yes.

Chairman WALSH. These instructions, under the head "Means of prevention," give detailed instructions as to the handling of ice and water, the use of disinfectants and fumigation; and they are held responsible for the carrying out of these instructions, and the health of the traveling public to that extent—the porters are?

Mr. HUNGERFORD. Yes.

Chairman WALSH. On pages 85 to 89, inclusive, of this book of rules, is a digest of the laws of different States regarding the playing of cards, public drinking on trains, and the sale of tobacco and liquor in various States. Are the porters expected to familiarize themselves with those interpretations of the laws of the various States and see that they are complied with?

Mr. HUNGERFORD. They are expected to familiarize themselves with any information contained in the book; that is issued for their guidance.

Chairman WALSH. Then, I take it that they are supposed to familiarize themselves with the interpretations of the laws of the various States?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Who is responsible for the enforcement of these laws in the cars of the company?

Mr. HUNGERFORD. That information is conveyed to them. The train conductor is the only man on the train who has police jurisdiction; they report occurrences to the train conductor.

Chairman WALSH. Are the porters and conductors ever arrested for violating these laws?

Mr. HUNGERFORD. We hope not.

Chairman WALSH. Do you know of any instances in which they have been?

Mr. HUNGERFORD. No; I can not recall any now.

Chairman WALSH. Has the company ever been fined for violating those laws?

Mr. HUNGERFORD. I can not recall a case.

Chairman WALSH. Commissioner O'Connell would like to know what is the usual and general arrangement that obtains between the Pullman Co. and the railroads for the use of Pullman cars.

Mr. HUNGERFORD. Well, that is a pretty comprehensive question, but the general practice is that we furnish the cars on the request of the railroad companies; we are under agreement to do so for the accommodation of their passenger travel as in their opinion may be necessary.

Chairman WALSH. Well, I wish, if you could, you would make it a little more specific. What contractual rights usually exist between the railroad companies and the Pullman Co.; the character of them—your right to run cars on the roads?

Mr. HUNGERFORD. We have no right to run cars at all; we furnish cars to the roads, as I have said, for the accommodation of their passenger travel.

Chairman WALSH. You might take a typical case and just state what your arrangement is with the company.

Mr. HUNGERFORD. It would be to furnish cars to the roads to accommodate their passenger business, and they call upon us for the cars as they find it necessary on certain lines, and we are under obligation to furnish them. That is about the general idea. I don't altogether get the point.

Commissioner O'CONNELL. What I want to get at is the matter of compensation from either party for the use of the cars. Do the railroad companies pay you for the privilege of using your cars?

Mr. HUNGERFORD. No; we furnish the cars to them. The cars are used for the transportation of their passengers, and we get our revenue for the special accommodation furnished them—the seats, berths, or beds, and special accommodation.

Commissioner O'CONNELL. What is that particular contract? Can you briefly outline it for me? Have you a copy of a contract that you can furnish us? Are they usually the same?

Mr. HUNGERFORD. They are very similar. They are on file with the Interstate Commerce Commission.

Commissioner O'CONNELL. We can get them?

Mr. HUNGERFORD. Yes.

Chairman WALSH. Commissioner Ballard would like to ask a few questions.

Commissioner BALLARD. I would like to ask you, for instance, in going from Chicago to Louisville the porter leaves Chicago Monday night and arrives at Louisville on Tuesday morning, and then, returning, gets back to Chicago on Wednesday night; does he run continuously or have one day off a week, for instance?

Mr. HUNGERFORD. He has one day off a week. He makes two round trips a month and has four days off.

Commissioner BALLARD. You spoke of the matter of sanitation and temperature. Do you have a thermometer in each car and try to keep the car at a certain temperature?

Mr. HUNGERFORD. Yes, sir. It is more easily regulated with the improved methods we have at the present time, such as steam heat, than formerly. Those temperatures are being maintained, as far as possible, to comply with what the medical people think is the best for the public health.

Commissioner BALLARD. You spoke of blankets. Do you have two blankets for each bed in the car?

Mr. HUNGERFORD. Yes, sir.

Commissioner BALLARD. What if there is a change of temperature; then there are two blankets?

Mr. HUNGERFORD. Yes; we know some people want a room hotter than others; we keep it cool and furnish them with additional blankets on request.

Commissioner BALLARD. You have additional blankets in the cars that the porters can get?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. Commissioner Ashton would like to ask some questions.

Commissioner ASHTON. Under the rules you have spoken of is the number of lay-off days proportionately larger on the long runs you have spoken of than on the one-night runs?

Mr. HUNGERFORD. Yes, sir; on the Overland Limited a man has three days and two nights away.

Commissioner ASHTON. He has three days and two nights at his home town?

Mr. HUNGERFORD. Yes.

Commissioner ASHTON. And that applies to runs other than the Overland Limited?

Mr. HUNGERFORD. Yes, sir.

Commissioner ASHTON. And it applies to conductors as well as porters?

Mr. HUNGERFORD. Yes, sir.

Commissioner ASHTON. I think that is all, Mr. Chairman.

Chairman WALSH. Commissioner O'Connell has another question or so.

Commissioner O'CONNELL. Do the conductors and porters—are they required to give bond of any kind?

Mr. HUNGERFORD. The company bonds its men at its own expense.

Commissioner O'CONNELL. It has a bonding department?

Mr. HUNGERFORD. No; it has an arrangement with some bonding concern and bonds the men with what you might call a blanket bond.

Commissioner O'CONNELL. Are the employees taxed for that in any way?

Mr. HUNGERFORD. They are not.

Commissioner O'CONNELL. Are the porters charged up with all losses of toilet articles in the cars on their return trips?

Mr. HUNGERFORD. They are not; very little charge is made for that. The only charge made for linen or anything else is for what might be considered necessary for the moral effect, where they are found to be careless or negligent; but the toilet articles, they are not charged up with them at all, to speak of.

Commissioner O'CONNELL. Not for brushes or combs?

Mr. HUNGERFORD. No, sir; they are carried away sometimes; you can not prevent that.

Commissioner O'CONNELL. In the matter of the men waiting—the extra men waiting for an opportunity to take a run—are these men permitted to seek other employment, or must they be at all times ready to be called by the Pullman Co.?

Mr. HUNGERFORD. Oh, no; no at all; not at all; we could not keep them out of employment.

Commissioner O'CONNELL. If they are called and not found, or if they have a position and they can not come up right away and some one else takes that

particular place that is ready then, does that mean that they are set back in any way?

Mr. HUNGERFORD. Not at all.

Commissioner O'CONNELL. They could then go to the foot of the list, as I were?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. What is the average earnings of a Pullman porter per year? I mean not the \$27.50 a month; but what are the total earnings; what would the average be?

Mr. HUNGERFORD. Deducting lost time?

Commissioner O'CONNELL. Yes. I take it for granted that every porter does not get to work a full month the year round.

Mr. HUNGERFORD. That is true.

Commissioner O'CONNELL. There must be an average.

Mr. HUNGERFORD. Yes; but I could not tell you what that is.

Commissioner O'CONNELL. If he had an average loss of time that is allotted to the usual workmen—that is, he works 300 days a year?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. That would naturally reduce his income materially?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. In other words, if his wage was \$27.50 a month, it would average \$24 or \$23, as the case might be, so that his year's earnings would be much less?

Mr. HUNGERFORD. You want what his average earnings would be, based on his actual days' service?

Commissioner O'CONNELL. Yes.

Mr. HUNGERFORD. I could not tell you that.

Commissioner O'CONNELL. Does your company publish, in connection with your beneficial features, such as sick benefits, reports showing the amounts paid to the men, and the number of men sick during the year?

Mr. HUNGERFORD. I do not know that we publish it; but we have it.

Commissioner O'CONNELL. Have you any such matter you can give us?

Mr. HUNGERFORD. I can tell you what it was for last year; the sick benefit in the operating department was \$60,000, and the pension fund was \$66,000.

Commissioner O'CONNELL. How many employees would that probably affect?

Mr. HUNGERFORD. Well, that would have an effect on all those connected with the operating department; and we have in that department between 14 and 15—

Commissioner O'CONNELL. (Interrupting). That would apply only to employees in the service 10 years?

Mr. HUNGERFORD. Five years in case of sickness and 20 years in case of pension, except where pension might be granted under exceptional conditions—in exceptional cases where a man has been long in the service of the company and has given out under unusual conditions. In the event a man has been in the service from 15 to 20 years his case is presented to the board for the action of the board in those exceptional cases.

Commissioner O'CONNELL. Then, as I understand it, a man must be five years in the service to come under the sick-benefit rules?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. And 20 years to come under the pension system?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. How many of the 6,500 porters have been in the employ of the company 20 years, approximately?

Mr. HUNGERFORD. I think I can give it to you on the 15-year men.

Commissioner O'CONNELL. Whatever it is.

Mr. HUNGERFORD. The reason I was going to give it to you on the 15-year men, I had the number of men that received the 5 per cent on account of 15-year service; I did have it, but I do not seem to have it now. I can furnish you that information.

Commissioner O'CONNELL. And in addition, if you have not got it now, I would like to know the number of employees who have been five years in the service who are eligible to sick benefits.

Mr. HUNGERFORD. Yes.

(Under date of April 15, 1915, Mr. Hungerford submitted the following statement in regard to the term of service of employees:)

Car employees in service 5 years and over: Conductors, 1,293; porters, 3,425.
 Car employees in service 20 years and over: Conductors, 214; porters, 516.

Commissioner O'CONNELL. And you have given us, as I recall it now, in answer to a question by the chairman, the number of additional employees during 1913 and 1914, I think, showing something like 2,500 porters in one case.

Mr. HUNGERFORD. I think the number was taken up this morning; yes.

Commissioner O'CONNELL. You think that would be a fair average of the number of employees—additional employees each year to keep up that number?

Mr. HUNGERFORD. No; as I said to you—as I tried to make clear this morning—that was an abnormal period in 1913 and 1914, but that seems to be the period covered by the investigation, so I have those figures. As I said, the last part of 1913 and the fore part of 1914 was the heaviest in the history of the company. The travel was the heaviest.

Commissioner O'CONNELL. Does that mean this number of additional employees have been permanently in the service?

Mr. HUNGERFORD. They were taken up, but all did not remain permanently; no.

Commissioner O'CONNELL. It does not mean this large number was on an extra list?

Mr. HUNGERFORD. It means they were taken up on account of unusual conditions, but it does not mean that they have continued to serve, because a great many necessarily, with the falling off of business, are let out—rather, they are carried on our extra list as satisfactory employees, but some have gone into other business; but that is the number we took up during that period.

Commissioner O'CONNELL. You have a system whereby the oldest employee is given the opportunity for a more favorable or better position?

Mr. HUNGERFORD. Seniority counts where everything else is equal.

Commissioner O'CONNELL. You do apply seniority?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. You spoke about the opportunity for conductors to rise up in the service of the company and get other positions, such as clerkships, and so forth; that about 90 per cent of your present force has risen from conductors?

Mr. HUNGERFORD. Yes.

Commissioner O'CONNELL. What opportunity is there for a porter to rise in the service of the company?

Mr. HUNGERFORD. Well, we have not any great number of positions they could enter from their positions as porters. There are, however, a great many porters on our cars who, by coming in contact with men of affairs that ride with them as passengers, have entered their service, but we have not many positions open to them.

Commissioner O'CONNELL. There is no other opportunity for them, with the possible exception of length of time of service, which would bring them a certain percentage of increase in wages?

Mr. HUNGERFORD. Yes; that is correct.

Commissioner O'CONNELL. That is the only opportunity they have?

Mr. HUNGERFORD. Yes. I can tell you the number of porters 10 years and over in the service, if you would like that.

Commissioner O'CONNELL. All right.

Mr. HUNGERFORD. That is 1,721.

Commissioner O'CONNELL. That would be about what percentage?

Mr. HUNGERFORD. That is about one-fourth. Over 5 and under 10 years it is 1,704. That makes a total of 3,425 that are over five years in the service out of the 6,500.

Commissioner O'CONNELL. Would there be a possibility of the porters and conductors, with their experience as operating men, having charge of the affairs of the Pullman Co. on wheels, as it were, in conference with the officials of that company, that their judgment might not be very effective in the way of suggesting remedial rules and regulations governing operations for their improvement and that of the company; that is, might not the company, by a conference with them, be able to bring that about?

Mr. HUNGERFORD. We have conferences with the men to which some questions have been raised apparently every three months. We have them with porters and conductors all over the country, and they are invited to make suggestions or comment or criticism.

Commissioner O'CONNELL. Is there any premium or prize of any kind offered to employees for suggestions?

Mr. HUNGERFORD. Yes, sir.

Commissioner O'CONNELL. In what way is that done?

Mr. HUNGERFORD. They are fully informed in regard to that. I would like to submit a pamphlet about that.

(The witness submitted, in printed form, a pamphlet entitled "The Pullman Co.—Policy and Procedure in Patent Matters.")

Any suggestion made by an employee is received and considered, and although the suggestion he may make may not not be altogether practical, if anything can be worked out of it he is rewarded for it. I will cite one case of a conductor that called attention to the fact, out at Denver, of rain falling off of the vestibule doors. I think everybody has got on those trains—I know I have and our passengers have—on rainy days and had the rain drop off of the door onto their hats. This conductor suggested putting a little V-shaped strip over that door, which was a very simple matter, and it is a wonder that no one else had thought of it, and the company rewarded and gave him \$25 for the suggestion. That is all there was to it; there was nothing patentable about it.

Commissioner O'CONNELL. The company did not patent it?

Mr. HUNGERFORD. No; there was nothing patentable about it; it was simply a suggestion, and he was rewarded for that.

Commissioner O'CONNELL. Supposing a conductor left Chicago to go to San Francisco and return, and supposing on his trip out to San Francisco some charge was made against him for violation of some of the rules and the charge was sufficient to warrant him being discharged and taken off the train at San Francisco and not let return as conductor, would the company furnish him with transportation back to Chicago?

Mr. HUNGERFORD. You say, if it was sufficient so that he should be taken off?

Commissioner O'CONNELL. Yes.

Mr. HUNGERFORD. We would furnish it back to Chicago, unless he was arrested for some criminal offense.

Commissioner O'CONNELL. Of course, in that event.

Mr. HUNGERFORD. But they do not usually take men off away from their home stations unless they are compelled to do so for very good cause.

Commissioner O'CONNELL. If they were taken off, you would return them to the home station?

Mr. HUNGERFORD. Oh, yes.

Commissioner O'CONNELL. Suppose the grievance charged was made against a conductor or porter for having violated some rule or for having done something that was offensive to the traveling public and he was brought up before the officials and charged with whatever it might be, and it was substantiated; do you place fines upon them? Do you fine them in any way financially? I don't mean a suspension for a certain time, but an actual money fine of say \$50 or \$100 for the offense?

Mr. HUNGERFORD. No.

Commissioner O'CONNELL. Supposing that he is suspended for 30 days and he feels that he has been unjustly suspended; how does he go about having his case properly presented to the officials of the company and have a hearing?

Mr. HUNGERFORD. Most of the men would appeal to the chief service inspector, and if he was not satisfied with that he could appeal to me, or to the president. Any official will receive a petition of the employee and give it the proper attention.

Commissioner O'CONNELL. Suppose he is out in San Francisco and the officers of the company out there should take his case and decide it, and he must return to Chicago; will the company furnish him transportation and provide for him to come back to Chicago?

Mr. HUNGERFORD. In order that he may present his case?

Commissioner O'CONNELL. Yes.

Mr. HUNGERFORD. That matter would be determined on the merits presented by the petition; if it was justified, yes; to put him in service would be the way it would be done.

Commissioner O'CONNELL. How would the man have an opportunity to come back?

Mr. HUNGERFORD. Put him in service and send him here.

Commissioner O'CONNELL. That would be done in all cases?

Mr. HUNGERFORD. Yes. Anybody will be heard and given every opportunity to be heard about anything they do not think is right.

Commissioner O'CONNELL. Have the conductors or porters ever been invited in to discuss with the company the question of wages and hours, or conditions of employment, at all?

Mr. HUNGERFORD. As I said, we hold these meetings and request them to make any suggestions they have to make. I do not know that they have been especially asked to come in on any specific subject, but they are given an opportunity to air their views on any subject.

Commissioner O'CONNELL. What I mean is, have the men ever, by committee, or on invitation of the company, selected some of their number to come to Chicago to take up with the Pullman officials the question whether there will be an increase or reduction in wages, or any change in their wage?

Mr. HUNGERFORD. Not to my knowledge.

Commissioner O'CONNELL. Or as to their hours or conditions of employment?

Mr. HUNGERFORD. Not to my knowledge.

Commissioner O'CONNELL. Then the position of the Pullman Co., as I see it, is that it states the rate of wage, the hours of service, and the trips and other conditions, and simply says to the workman who may make application for employment, "Those are the conditions under which your job is presented, and you can accept it or not, as you choose"; they have no say whatsoever as to the conditions under which they are to be employed?

Mr. HUNGERFORD. Well, they understand the conditions before they accept the employment.

Commissioner O'CONNELL. I understand that they accept the position simply as it is made for them, with the understanding that those are the conditions under which it is to be accepted.

Mr. HUNGERFORD. That is it.

Commissioner O'CONNELL. And the moment they felt that was not fair, they were expected to give up and allow some one else to accept it who was satisfied with it. I understood you to say to the chairman there were such a number of applicants that they seemed to be satisfied with the conditions?

Mr. HUNGERFORD. Yes; and, furthermore, there is about 90 per cent of the men—I will say 80 per cent to be safe—that are dismissed for one cause or another, that make strong efforts to get back. If conditions were so bad, I do not understand why, when once out, they would be so insistent to get back; but that is a fact.

Commissioner O'CONNELL. I can not explain that, and I would like to know myself. I was going to ask a question, and I think the chairman asked it in another way: If the porters' wages are \$27.50 a month, and he is a man of family, and traveling must necessarily cost him extra expense, traveling from San Francisco, for instance, to Chicago and back, and gone several days, and if he has not a liberal lot of passengers with him I imagine the major portion of his salary would be eaten up by expenses while away from home; has your company given some thought as to the question of whether that wage is a sufficient wage for a man to keep himself and rear a family? Is there not an anticipated value of some kind in that position that is not in print or is not before us?

Mr. HUNGERFORD. Of course, as I said—

Commissioner O'CONNELL. Does not the possible liberality of the traveling public cut some figure? Does not the porter, when he accepts that position—is he not imbued with the idea that the salary question is not so great with him as getting a run upon which there is a large number of people traveling, and that the larger the number of people traveling upon it the greater his income will be? Does he not speculate, as it were, with the number of people traveling on the run?

Mr. HUNGERFORD. That may be so.

Commissioner O'CONNELL. And would that not be largely why he is anxious to stay in the service of the company or come back into the service of the company?

Mr. HUNGERFORD. That may be. As I say, we take the conditions as we find them. There are a great many men anxious for the positions and anxious for the work.

Commissioner O'CONNELL. Well, it does not seem possible that any man, white or black, would be seeking a position at an average of \$7 a week, unless he saw in it some other condition or circumstance that would bring him a

larger income. We are enacting, or trying to enact, minimum-wage laws for women in Illinois, and it was figured somewhere around \$8 a week as a minimum upon which a woman could live in respectability. Now, if a woman can not be expected to live on less than eight dollars and some cents per week, then a man traveling, as your porters do, and with the expenses they are put to, could not live on less than that amount and rear a family, could he? Has there any thought been given to that?

Mr. HUNGERFORD. That does not come up in the line of operation, and that has not been put up to me; that would be considered by a higher official than I. Commissioner BALLARD. In other words, do they get so many tips that they are willing to work for a small wage?

Mr. HUNGERFORD. I think that enters into it. It is what goes with the position that makes it desirable; there is no question about that.

Chairman WALSH. Where do porters sleep on crowded trains that carry the modern steel cars, in which there are small wash rooms?

Mr. HUNGERFORD. That is the berth designated as No. 1, usually upper No. 1.

Chairman WALSH. Supposing that all of the upper berths are taken by passengers; does that not occur at times?

Mr. HUNGERFORD. That is a very desirable supposition, but it is so rare that it is not worthy of consideration. We would be very glad if it were so. There may be times when the porter finds difficulty in finding a berth, but I do not think it is so frequent that it may be considered.

Chairman WALSH. Would your company sell upper No. 1 to a passenger?

Mr. HUNGERFORD. They would, under forced conditions, I suppose, but they are supposed to hold for the porter that berth on the character of cars you speak of, upper No. 1.

Chairman WALSH. What is the rule of your company?

Mr. HUNGERFORD. It says in the book there—I think you read it—that they hold that berth.

Chairman WALSH. Sir?

Mr. HUNGERFORD. I think the regulation provides for that in the book there.

Chairman WALSH. Is upper berth No. 1 reserved for the porter to sleep in on the modern steel cars?

Mr. HUNGERFORD. No.

Chairman WALSH. It is not?

Mr. HUNGERFORD. No.

Chairman WALSH. That is, he can not sleep in upper berth No. 1 if the car is full?

Mr. HUNGERFORD. He sleeps in the smoking room. The majority of our cars have smoking rooms. You asked the question awhile ago about the cars that do not have smoking rooms, and I said in those cars they probably designated upper 1. The book provides that the district superintendent will provide the space for them—arrange the space for the men.

Chairman WALSH. How many cars have you that have the small wash rooms without berths?

Mr. HUNGERFORD. I could not tell you offhand.

Chairman WALSH. Could you approximate it?

Mr. HUNGERFORD. No, sir; I could not. The majority of what we call our standard cars have smoking rooms—what we call our standard cars. The other cars mostly run on trains of a special character, where there are other means for smoking, combined cars.

Chairman WALSH. Do the Chicago-New York trains; do the cars in those trains have sleeping accommodations in the smoking rooms usually?

Mr. HUNGERFORD. Yes, sir.

Chairman WALSH. On the Pennsylvania Railroad?

Mr. HUNGERFORD. They have—we have combined cars on the Pennsylvania Railroad, and have two sections arranged for sleeping.

Chairman WALSH. The Chicago-San Francisco trains, how are they? Do they have the small smoking room without berth?

Mr. HUNGERFORD. Yes, sir; but I do not think we ever saw a Chicago-San Francisco train loaded that way.

Chairman WALSH. Do you know of any instance where all of the upper berths were taken, and the porters had no place to sleep?

Mr. HUNGERFORD. No, sir; I never heard of it; it may have occurred; it possibly has, but I do not know of it.

Chairman WALSH. That is all, thank you, Mr. Hungerford. You may be permanently excused, but please remain in call in the event that we may wish to recall you.

Mr. HUNGERFORD. Very well.

Chairman WALSH. I will ask you another question. I call your attention to a situation of this kind: Take a case like this, where only three Pullman passengers come through from Seattle to Chicago, arriving in Chicago on Saturday at 10.15 a. m.; how would a porter be supposed to live on a trip of that kind, if that is a fact? This was handed to our investigator by some one, and we might assume that that occurred.

Mr. HUNGERFORD. Probably that is not the average; I do not know whether that is a fact; I do not know anything about it. The men get along all right, as far as I know.

Chairman WALSH. Do you make any attempt to ascertain how many passengers ride on the cars, with reference to the way the porters maintain themselves? Have you runs that are very meagerly patronized?

Mr. HUNGERFORD. There is a difference in the amount of patronage; certainly.

Chairman WALSH. Many that affect the porters' way of making a living?

Mr. HUNGERFORD. They would be what would be considered less desirable runs, I suppose.

Chairman WALSH. Do you have that in mind and change them off, men that probably might be put on runs where they could not possibly get enough?

Mr. HUNGERFORD. The better grade of men are put on them, and they look for promotion to some other line.

Chairman WALSH. Would he make a request of you to that effect?

Mr. HUNGERFORD. No, sir.

Chairman WALSH. How is that taken care of?

Mr. HUNGERFORD. That is handled by the local district superintendent.

Chairman WALSH. Would the local district superintendent take that into consideration if a man was put on a poorly patronized line for any length of time and put him on a better one?

Mr. HUNGERFORD. I can not say about that; he probably would not disturb the men on the better lines.

Chairman WALSH. Do you make any investigation to find out whether there are instances of runs where porters can not possibly maintain themselves just from the tips and their compensation?

Mr. HUNGERFORD. I do not know of any such runs.

Chairman WALSH. Do you make any investigation to ascertain whether there are any such?

Mr. HUNGERFORD. No.

Chairman WALSH. Do you make any investigation to find out what porters make on any particular runs?

Mr. HUNGERFORD. No.

Chairman WALSH. Is there any established knowledge, from custom or otherwise, in your company, that would indicate how much a porter would make, supposing he had a 14-section train filled up with passengers?

Mr. HUNGERFORD. No, sir; there is not.

Chairman WALSH. You do not figure on that in any way?

Mr. HUNGERFORD. No, sir.

Chairman WALSH. That is all. Thank you, Mr. Hungerford.

Mr. R. W. Bell.

TESTIMONY OF MR. R. W. BELL.

Chairman WALSH. What is your name?

Mr. BELL. R. W. Bell.

Chairman WALSH. Where do you reside, Mr. Bell?

Mr. BELL. 12051 Parnell Avenue, Chicago.

Chairman WALSH. How long have you resided in Chicago, Ill.?

Mr. BELL. Well, consecutively I have been here 16 years; I have been away at different times, though.

Chairman WALSH. What is your present occupation?

Mr. BELL. In the mercantile business.

Chairman WALSH. In what line, please?

Mr. BELL. Groceries and meats.

Chairman WALSH. Are you in business for yourself?

Mr. BELL. No; I am employed.

Chairman WALSH. Have you ever been in the service of the Pullman Co.?

Mr. BELL. Yes, sir; three times.

Chairman WALSH. Just describe the length of each one of your services and in a general way what runs you had.

Mr. BELL. The first time I was with them I was in the storeroom at the Dearborn Station.

Chairman WALSH. How long were you in the storeroom at the Dearborn Station?

Mr. BELL. Six or seven months. I don't remember exactly; it was during the World's Fair in Chicago. Some years later I went on the road and worked about 25 months—I am not sure of the exact number—and I quit and went into business for myself, and after being out for about 6 years I went back in the Pullman service again until they decided they did not want me any longer. I was there about 25 months at that time.

Chairman WALSH. So you were with them about six months the first time and two years the other two times of service with the company?

Mr. BELL. A little over two years each time.

Chairman WALSH. Just describe the runs you had in each period of your service.

Mr. BELL. I ran pretty near all over creation; I don't know hardly how I could describe it.

Chairman WALSH. Are you a married man?

Mr. BELL. I am a married man now, but I was not when I went in the service of the company the first time; I was married when I was in the service.

Chairman WALSH. The first or second time?

Mr. BELL. The first time. They would not give me permission to get off to get married.

Chairman WALSH. But nevertheless you seem to have accomplished your purpose?

Mr. BELL. Yes; I pretty nearly always get what I go after.

Chairman WALSH. Was that during your first service that you were married?

Mr. BELL. Yes, sir; my first service on the road.

Chairman WALSH. Now, were you connected with any effort to organize the employees of the Pullman Co. at any time?

Mr. BELL. Yes; I was probably as active or more active than anyone else.

Chairman WALSH. Was it during your first or your second term of service?

Mr. BELL. The second term.

Chairman WALSH. How long were you with the company before you undertook to assist in the organization of the employees?

Mr. BELL. Well, in June, 1913, I was with them two years. We commenced this movement in the latter part of May, 1913.

Chairman WALSH. The last two years' service you were conductor and you were only in the storeroom the first six months?

Mr. BELL. Yes, sir.

Chairman WALSH. All the rest of the time you were conductor?

Mr. BELL. Yes, sir.

Chairman WALSH. Go ahead.

Mr. BELL. We commenced this movement in May, and in June I would have been in the service two years.

Chairman WALSH. Now, I wish you would give us as concisely as possible the history of the effort to organize the Pullman employees. What was its inception? First, what reason did you have and what moves did you make to do it?

Mr. BELL. Well, it was a common subject of conversation in the conductors' room when we were waiting to go out on our runs that organization would be the only remedy for our grievances.

Chairman WALSH. Briefly and generally stated, what were your grievances?

Mr. BELL. It is easier to say what they were not. It was in regard to working conditions, wages, and all those things; working conditions and wages, of course, would cover everything.

Chairman WALSH. Did you have a specific demand for an increase in wages, or could you state briefly what was your objection to the wages? That is, were the wages inadequate for the service rendered, or what?

Mr. BELL. Well, we were in luck to break even. That was my experience, and I was running a good part of the time. The last period of service I put in I was on a run where you could live as economically as almost any one of the runs out of the district—on the Chicago & Alton to St. Louis.

Chairman WALSH. What was your salary then?

Mr. BELL. Eighty-five dollars.

Chairman WALSH. What was your salary when you first went with the company?

Mr. BELL. Seventy dollars; that is the regular schedule pay to start with. Of course, I only worked for \$70 about two months.

Chairman WALSH. And then you got \$75 or \$85?

Mr. BELL. Seventy-five dollars.

Chairman WALSH. How long did you run for \$75?

Mr. BELL. Six months at \$75, and then there was the balance of the time that I got credit on the \$70 term. There was a time when you got credit for past service, and that was added to your salary, but that was discontinued.

Chairman WALSH. What was the addition that you got for past services?

Mr. BELL. Well, I worked for six months in the storeroom at the Dearborn Station, and when I went on the road, after I worked a couple of months, they gave me credit for that six months' service, which put me in the \$75 class.

Chairman WALSH. When was that discontinued?

Mr. BELL. When I had served a year I was paid \$80, the regular schedule pay; I was given \$80 when I resigned, and I went back at \$80 and finished out; I started in at \$80, and after that I got \$85 until I was discharged.

Chairman WALSH. Was your service with the company during your first period satisfactory? Did you quit of your own accord in harmony with the company?

Mr. BELL. Yes; I resigned the first time.

Chairman WALSH. At this point we will stand adjourned until 10 o'clock tomorrow morning; please be here at 10 o'clock to-morrow.

(Thereupon at 4.40 p. m., Monday, April 5, 1915, an adjournment was taken until Tuesday, April 6, 1915, at 10 a. m.)

CHICAGO, ILL., Tuesday, April 6, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Ashton, O'Connell, Ballard, and Garretson.

Chairman WALSH. We will please be in order; the commission will resume.

TESTIMONY OF MR. R. W. BELL—Continued.

Mr. Bell, will you please resume the stand, and I will have to ask you to speak a little louder, as the commissioners at this end [indicating] could not hear you very well yesterday.

When we adjourned last night I think you had finished giving your experience with the Pullman Co. Now, I wish you would give a history of this effort to present the matters of the employees collectively—your effort to organize.

Mr. BELL. Well, we got the idea of organizing from the expressions of the men. They seemed to think that was our only remedy to combat the grievances we were up against.

Chairman WALSH. Were there persons that came in from the outside to promote the organization?

Mr. BELL. I never heard of any.

Chairman WALSH. From any other organization, craft, railroad, or others?

Mr. BELL. All we got from outside crafts was where we made the advances ourselves. The movement was purely from within, and for the reasons I stated we started the movement. We worked under cover, as we knew it would be the wisest thing to do.

Chairman WALSH. Just describe what you did; just tell what you did toward organizing the men.

Mr. BELL. We had the application cards printed and visited the men and talked to them and got their signatures to the application cards, and got their expressions; and conducted it along that way, and we were, in turn, let out of the service, and a great many of the men were very much in favor of the organization.

Many of the old men expressed themselves as being very much in favor of the organization, but they said they could not afford to sign up because they were getting along in years and could not work at anything else, and they said if they did that meant the termination of their relations with the company; and they expressed themselves as being with us as soon as we could get to a point where they could come out openly.

Chairman WALSH. You say you lost your position?

Mr. BELL. Yes.

Chairman WALSH. How many men were discharged?

Mr. BELL. Of the organizers, you mean?

Chairman WALSH. Yes, sir.

Mr. BELL. There were three of us; we were all discharged.

Chairman WALSH. Who were the three men discharged? Have you got the list?

Mr. BELL. Mr. Stewart, Mr. Bernadickt, and myself.

Chairman WALSH. What reason was given for your discharge?

Mr. BELL. I asked the reason for my discharge, and they said they didn't know. Mr. Waite discharged me, and I had gone down to the train to go out on my run, and I was sent for to go back to the office; I was called in, and Mr. Waite was busy and said he would see me in a few minutes; and he called me in the office and said that he was sorry, but the company did not want my service any more. I asked him the reason, and he said he didn't know. And I was given my discharge papers, and was told to see the chief clerk and get my time, and we were afterwards told to stay out of the station.

Chairman WALSH. Who was told to stay out of the station?

Mr. BELL. Mr. Stewart was, Mr. Bernadickt was, and I was, myself. And some of the men working for the organization in the East were taken out by the police. That happened in Jersey City. In New York, at the Pennsylvania Terminal, they were forbidden to go into the Y. M. C. A. rooms.

Chairman WALSH. I wish now—that is all of the evidence, is it, that you have, that men were discharged for attempting to organize, what you have stated? If you have anything else, please state it.

Mr. BELL. I have some letters here.

Chairman WALSH. Very well.

Mr. BELL. Here is one from Houston, Tex.

Chairman WALSH. Please give the substance of them, instead of reading them at length.

Mr. BELL. I will just read the matter stating the discharge. This was addressed to me [reading]:

"I have just been handed a card." I don't want to take up any extra time. [Continues reading:]

"I was called into our office yesterday. Our district superintendent said he had a letter from Mr. Davis stating my services were no longer required with the company; not stating any reason why I should be let out.

"On reporting for my run to go out on February 20, was called into the superintendent's office and discharged from the service without any investigation."

That is Jacksonville, Fla.

Chairman WALSH. Were all those men men who had taken part in the organization? I noticed by the testimony of Mr. Hungerford yesterday that that was the usual way of discharging men, no matter what the cause. Were these men active in the organization to your knowledge or not?

Mr. BELL. I might read a little further and give their statement.

Chairman WALSH. Just give your knowledge, please.

Mr. BELL. The letters I have here, nearly all, state that they thought it was on account of their connection with the Federation, as they had been active in talking organization; some give that in their letters.

Chairman WALSH. Well, then, give the dates of those letters and the names, and then we will have that in the record without reading.

Mr. BELL. The names of the writers?

Chairman WALSH. The names of the writers, unless you wish to withhold them for any reason.

Mr. BELL. I would rather not give the names of anyone in the service.

Chairman WALSH. All right.

Mr. BELL. These discharges are not, of course, in the service.

Chairman WALSH. I thought you were just giving those, Mr. Bell, at the present time that had been discharged for activity in the organization?

Mr. BELL. Well, these are, Mr. Walsh.

This is Houston, Tex., J. M. O'Williams; New York is E. D. Shortledge; here is another one from the New York district, C. R. Weygandt; Jacksonville, Fla., S. J. Roberts; St. Louis, A. P. Ferguson; here is a letter, an appendix into a letter, that I would like to read, Mr. Walsh.

Chairman WALSH. Very good.

Mr. BELL. It is from a discharged employee. It is a postscript [reading]:

"Mr. Wood, our superintendent, called me into his office some time ago and said, 'Hunsicker, I want you to tell me the truth, and if you do not, I will find

it out anyhow.' I said, then, 'Yes, sir, Mr. Wood.' He said, 'I hear that you are mixed up in this Pullman union business.' I said, 'Yes, sir.' So he read the riot act to me."

The rest of it is not important. It is [reading] "W. O. Hunsicker, San Francisco."

That is all the letters I have with me on that, Mr. Walsh.

Chairman WALSH. For the benefit of two of the commissioners who were not here yesterday, I wish you would please give the wages of conductors and porters in the Pullman service, if you have it there?

Mr. BELL. I can give that from memory. I haven't it.

Chairman WALSH. Do it from memory, please.

Mr. BELL. A standard-car porter gets \$27.50 per month; tourist-car porter gets, I don't remember the exact amount—

Chairman WALSH (interrupting). Thirty dollars per month?

Mr. BELL (continuing). Thirty-six dollars and seventy-five cents, I believe. That is approximate.

Chairman WALSH. Thirty-six dollars and seventy-five cents?

Mr. BELL. The first six months the conductor gets \$70; the second six months, \$75; the second year, \$80; the third year, \$85; after he has been in the service 4 years he gets \$90. After 10 years he gets \$95 and free uniforms.

Chairman WALSH. I think there is a hundred-dollar scale, is there not?

Mr. BELL. That is for special runs, the limited runs.

Chairman WALSH. Now, please describe the bonus system.

Mr. BELL. There is a bonus of an extra month's pay for a good record made during the calendar year. If you are in the service from the 1st of January to the 31st of December and have not sufficient penalties against your record, why, you will get the bonus.

Chairman WALSH. Please describe the system of book suspensions.

Mr. BELL. Well, I could not tell you what the suspensions were given for. They have plenty of them—plenty of reasons.

Chairman WALSH. I believe they run—the punishments run—from a mere reprimand to a 15 days' suspension?

Mr. BELL. Yes, sir.

Chairman WALSH. Yes. Well, now, can you describe how the bonus is lost by book suspensions?

Mr. BELL. Well, if they get sufficient penalties against you.

Chairman WALSH. Well, can you describe offhand, for instance, how long it takes them to work out a suspension of 15 days?

Mr. BELL. Nine months, I believe it is—nine calendar months.

Chairman WALSH. Well, we can get that out of the record, anyway.

Mr. BELL. You will find that in the book of instructions there—book of rules.

Chairman WALSH. Yes. Well, we had that yesterday. Now, I interrupted you. Proceed. Have you something else you desire to submit there that you had in writing?

Mr. BELL. No; I had nothing.

Commissioner LENNON. May I ask one or two questions?

Chairman WALSH. Yes.

Commissioner LENNON. What do you pay for meals when you are on your trips in the dining cars?

Mr. BELL. On almost all roads—the Santa Fe and Chicago & Alton are the only exceptions I can recall—we pay a half rate—50 per cent of what the passenger pays. We do not always get the half portion. That depends a good deal on the dining-car steward, I suppose.

Commissioner LENNON. Do you have opportunities for sleep on long runs?

Mr. BELL. Yes; the regular rules of the company are for the conductor to retire at 3 o'clock in the morning and be up by 7. That is varied some by the conditions on the run.

Commissioner LENNON. Suppose you are a day or two days in San Francisco after a long run. Does the company pay half your expenses for meals?

Mr. BELL. They do not pay anything.

Commissioner LENNON. Just while you are on the train?

Mr. BELL. They do not pay anything in regard to your meals at any time.

Commissioner LENNON. I know, but you get a half rate. Do you get any such arrangement while at the end of the route?

Mr. BELL. No, sir.

Commissioner LENNON. Otherwise than at your home place?

Mr. BELL. In railroad eating houses where trainmen are allowed a crew rate, we get it on identification. We can often get it, and usually get it.

Commissioner LENNON. That is, if you are at the end of a route; otherwise than your home place?

Mr. BELL. Yes. We do not always get that, even.

Commissioner LENNON. That is all.

Chairman WALSH. Have you any information other than what was listed here yesterday as to what sort of accommodations are furnished conductors by the Pullman Co. at terminals?

Mr. BELL. Well, there are many of them I have seen personally—not a good many; several I have seen.

Chairman WALSH. Please describe them briefly.

Mr. BELL. In St. Louis there is a room over the storeroom with 10 single beds. It is about—it is just across the street from the shops. The street viaduct runs right in front of it with the street cars running over it, and you are only about 100 feet from the railroad tracks; and the storeroom is underneath, and the men are working down there all day. The room is not kept in very good condition, but the linen is always clean. The room has not been properly swept—is not usually; was not while I was there.

In Denver there is a room in the depot there with six beds, right off the cashier's—the waiting room to the cashier's office. It is quite noisy. There are single beds, and the linen is usually clean, so far as I was ever able to tell, although I never slept there, as I stayed at the hotel. The Oxford Hotel would give us rooms.

Chairman WALSH. Of whom did you buy your uniforms while on the road?

Mr. BELL. Marshall Field & Co.

Chairman WALSH. And give the price of them, please?

Mr. BELL. My uniform and cap together cost \$21.50. I believe it was. I understand the price has been changed since. I think they pay more now.

Chairman WALSH. State whether or not you know anything about any petitions for increased wages or improved conditions having been submitted to the company by the conductors and porters?

Mr. BELL. Well, I have signed several petitions for increased pay myself for the conductors. I have never seen any for the porters. I understood there was some sent in.

Chairman WALSH. How were they circulated? How did you happen to sign them?

Mr. BELL. The form of the heading was usually gotten up in type and left in the conductors' room to sign—for the conductors to sign; and usually some conductors were active in seeing that you did sign. It did not take much persuasion to get them to sign it.

Chairman WALSH. How, generally, were they signed?

Mr. BELL. Well, I have seen some of them with over 200 names on.

Chairman WALSH. In a district containing how many conductors?

Mr. BELL. I don't know just how many conductors the St. Louis district has. I understood it was about 250, but I can not tell you about that.

Chairman WALSH. It has been stated that the men were generally satisfied with wages and conditions. Now, I wish you would sketch, if you will, what your observation was with reference to that—whether or not the men are satisfied; how they view the company; what they think about their wages and conditions?

Mr. BELL. I do not believe that I ever heard a man state that he was satisfied, and I have talked to a good many. As an organizer I come in contact with a great many, and I have never heard anyone say, though, that he was satisfied with wages and conditions.

Chairman WALSH. Well, do they generally express dissatisfaction?

Mr. BELL. That has been my experience, that they were pretty free in expressing dissatisfaction when they were where they would not be heard by the officials.

Chairman WALSH. Did you ever receive the bonus of one month's salary for a clear record during the calendar year?

Mr. BELL. I got it once, and once was the only opportunity I had to get it.

Chairman WALSH. That was in 10 years' service?

Mr. BELL. Yes, sir. The first time I was there they did not have that bonus system. The next time I commenced in June and I was not eligible, and the next year I got it, and the next year I was discharged, so I was not likely to get it.

Chairman WALSH. What is the rule as to receiving your entire month's salary when you miss one or more of your regular runs by being "out of line"?

Mr. BELL. They pay you for the time put in, and if you miss anything that is deducted from your salary.

Chairman WALSH. Is there a possibility of missing it? What is the usual custom in regard to that?

Mr. BELL. That is the custom, that if you are out of line or you take—where they assign you next, if you lose any more time than you are entitled to in that lay-over, that is deducted from your pay.

Chairman WALSH. Does that occur frequently enough to make an appreciable difference in the amount of your actual earnings?

Mr. BELL. To some men it probably does. I never missed much myself.

Chairman WALSH. When was the wage scale last changed by the company?

Mr. BELL. I was not in the service at the time. I believe it was in 1911.

Chairman WALSH. When was the bonus system established?

Mr. BELL. I was out of the service at that time. I believe it was about 1910, I think; I am not sure.

Chairman WALSH. At what time in the month and in what manner are the Pullman Co.'s employees paid—the car-service employees?

Mr. BELL. In Illinois they are paid semimonthly, and it is about the 10th and 25th; something like that. I don't remember the exact dates. In New York they are paid weekly, and in Missouri they are paid semimonthly; and I think in the rest of the districts they are paid monthly.

Chairman WALSH. In those States in which they are paid more frequently than once per month, are there laws requiring such payments to be made?

Mr. BELL. Yes, sir.

Chairman WALSH. Do you know of any State in which there is no legal requirement, in which they pay oftener than once a month?

Mr. BELL. I don't know of any. I know somewhere they do not.

Chairman WALSH. Is there anything added to the revenue of the conductor by tips?

Mr. BELL. Well, occasionally. It is his good fortune if he gets a tip.

Chairman WALSH. It is not usual?

Mr. BELL. It was not in my experience.

Chairman WALSH. Could you tell what is the average monthly revenue there would be from it, or was it so infrequent as not to cut a figure?

Mr. BELL. It don't cut any figure. My experience was that I got very little. Once in a while a passenger asked me to go to dinner and eat with him, and he would pay the bill. That was about all the tips I ever received.

Chairman WALSH. Could you give us any light on what might be the average revenue of a porter from tips, taking the most heavily traveled runs and the lighter ones, say, and then the average in between?

Mr. BELL. No; I can not; because that is something you couldn't count on. The only way it could be told is where the porter would keep an account of what he got from the tips.

Chairman WALSH. What superior officers do conductors deal with?

Mr. BELL. He deals directly with his district superintendent and his assistant and the chief inspector's office. Sometimes when there is something serious he is called into Mr. Hungerford's office.

Chairman WALSH. Usually speaking, what are the relations between the officers and the men? Are they best? Do they get along well or otherwise? What is the attitude of one toward the other?

Mr. BELL. Well, of course, it is concealed a great deal; but, in my experience it is not very friendly from the men toward the officials.

Chairman WALSH. Well, do the officials treat them with courtesy and consideration?

Mr. BELL. Well, the dealings with the company are usually very arbitrary. My own experience with them has not been so unpleasant. I had a little unpleasant experience in Mr. Davis's office; but, of course, that don't leave any feeling on my part. It is all over with.

Chairman WALSH. Are you able to state from your observation, running through these years, what effect the employment seems to have upon men? Is it an employment that is conducive to ambition and forward-moving economically or otherwise?

Mr. BELL. I don't think it is conducive to ambition. I think it has just the opposite effect. In the first place, lack of sleep puts a man in a state of coma—partially, anyway. He does not get regular and sufficient rest. And the atti-

tude of the men toward the company does not give them much reason to hope for much better, although there are men promoted. Some of them are promoted to good offices; but there is very little hope for them as I have been able to learn from the men themselves.

Chairman WALSH. Do you recall from your experience—could you—how many men have been promoted from positions of conductors into higher positions in the service of the company?

Mr. BELL. Oh, well, I could name a few who have become superintendents.

Chairman WALSH. Just state now how they advanced from the position of conductor and to what other position they were advanced and how many of them there were that you recall?

Mr. BELL. I could not name very many without giving it some thought.

Chairman WALSH. Well, have you given it any thought?

Mr. BELL. Not much. I know several men who are holding district offices now who have been promoted from conductors; but I do not know what—

Chairman WALSH. Well, does the tendency seem to be to favor the men who are running upon the road when those promotions come to be made?

Mr. BELL. Well, I could not tell you in regard to that, because that is something I did not have occasion to look into.

Chairman WALSH. Do you know of any appointments to assistant superintendencies that have been other than from the ranks of the men?

Mr. BELL. I do not know where many of the higher officials came from.

Chairman WALSH. You do not know, then, but what they were all appointed from the ranks, so far as your information goes?

Mr. BELL. Well, I know some of them that were not. Mr. Davis was not a conductor.

Chairman WALSH. Was he in some other branch of the company's service?

Mr. BELL. I do not know. He used to be a railroad man. Mr. Kramer came from outside, and others—

Chairman WALSH. Pardon me.

Mr. BELL. There are others I could not tell you about. I never gave that matter any thought.

Chairman WALSH. State the manner in which conductors and porters are inspected as to their uniforms before drawing their salaries.

Mr. BELL. Well, before you can get your pay you are called in the district superintendent's office and inspected by some of the—usually by some of the assistant officials; sometimes by the district superintendent himself—the uniform, to see if it is in good condition, and if it is not you are told to get a new one, and if you are passed you are given an order to the cashier to get your check. And they give it a pretty thorough inspection, too.

Chairman WALSH. Now, I do not understand exactly about giving you an order for your check. You mean that if the uniform does not pass the inspection that there is some delay about receiving your money, or does that have any effect?

Mr. BELL. I never knew it to, but I do not know what the orders are given for the checks unless it would.

Commissioner O'CONNELL. When you get an order for your check, what does the order say?

Mr. BELL. I can not repeat that from memory. The order can be gotten. It is a printed blank, signed by the district superintendent's office.

Chairman WALSH. I wish you would please state how a conductor is dismissed from the service.

Mr. BELL. He is usually called in and told that he is not wanted any more, his services are not satisfactory. They have a printed blank to that effect, and whether it is a conductor or porter, that is filled out and signed by the district superintendent's office, or whoever is discharging him.

Chairman WALSH. Is it common for conductors and operators to protest against their discharge or demand reasons therefor, and if so, are the reasons given?

Mr. BELL. So far as I have investigated, the reason is given—no reason is given—pretty hard to get a reason.

Chairman WALSH. What system has the company for checking the conduct of their employees, both as to how they act when on the trains and as to the handling of the company's money and turning it in?

Mr. BELL. Well, you are bonded to turn in the money that you receive, and for your conduct they have the inspectors and the spotter system—special agents they call them.

Chairman WALSH. Could you give us a description as to how that is operated?

Mr. BELL. The special-agent system?

Chairman WALSH. Yes.

Mr. BELL. Well, a special agent, so far as the conductor or porter was supposed to know, was a passenger, and he spies on the service and reports. You are not supposed to know who he is, and if you do get to know him, I suppose he is not wanted any longer. It is secret service.

Chairman WALSH. When a report is made against a conductor, has he information given to him as to his claimed dereliction?

Mr. BELL. He is called in and the report is read to him.

Chairman WALSH. Is he given an opportunity to justify himself or produce countervailing evidence?

Mr. BELL. He makes a statement nearly always—usually—in writing.

Chairman WALSH. Are there cases in which the statement of the conductor has been accepted, where there is a conflict between the conductor and the special agent?

Mr. BELL. Yes; I have had my word taken in preference to the special agent's, but not usually. In fact, I don't believe a special agent's report is any stronger than a passenger's report, whether it is right or wrong.

Chairman WALSH. What is your experience with reference to passengers' reports?

Mr. BELL. My experience—I was reported on the Burlington for a passenger's displeasure; I was taken over to the chief inspector's office and inspected there, and I was given much more opportunity to listen than to talk. I told them, and truthfully, that the report was not true, but I got five days for it, just the same; and Mr. Williams, the assistant inspector, asked me to come back when I was in a better humor and talk it over, and I told him I was asking no mercy from anybody, if it stood that way and that was the way they did business; and I guess it is there yet.

Chairman WALSH. What is the system of insurance carried by the car-service men?

Mr. BELL. Well, there is—I believe there are three companies that are approved by the company. Their solicitors are allowed to work among the men and get insurance. You sign an application that gives the company authority to deduct it from your pay, and it is taken out in payments. I believe it is four payments during a certain period of time, but I don't remember what that period of time is.

Chairman WALSH. In any instances do the porters act as conductors?

Mr. BELL. Yes.

Chairman WALSH. Do you know of any case where porters are put in charge and the service of conductors dispensed with?

Mr. BELL. I have a letter here, Mr. Walsh [reading]:

"The conductors of this district are no doubt very dissatisfied with general working conditions, as doubling out the men under the new schedule, which was protested"—I don't know whether I have the right letter there or not.

On the Boston & Maine, or a road from Boston to Albany—there is a case there where there was a protest [reading]:

"There are at present about 40 men here in this district (Boston) out of work. The porters in charge on a number of runs, since the change of time and election of President Hustis of the Boston & Maine; not only are these conductors loafing, with no prospects here, but we understand there is no place to transfer to, as no Boston men are to be transferred this fall; bright prospects, is it not?"

Commissioner AUSTON. May I ask the date of that letter?

Mr. BELL. November 6, 1914.

Chairman WALSH. Is that all the information of that kind you have?

Mr. BELL. Those are all the letters I have.

Chairman WALSH. Have you ever had your porters figure on the total amount of tips they had, so as to compare them with salaries, to any amount?

Mr. BELL. No; I never did.

Chairman WALSH. Is there anything else now that you care to volunteer that has not been asked, that you would think would throw light on the general situation in the car service of the Pullman Co.? If so, you may state it.

Mr. BELL. I have some letters here with extracts I might read, in regard to conditions of employment.

Chairman WALSH. Could you epitomize them? Could you state what they are without reading the letters in full?

Mr. BELL. Yes, sir; I would not attempt to read the letters in full, because there are other things in them that came to me personally, without having any bearing on the company's affairs [reading]:

"The conductors of this district are no doubt very dissatisfied"—this is Boston also—"with general working conditions, and doubling up the men under the new schedule, which was protested, and a number of copies of a petition sent to the different officials of the company, declaring that the first-class service could not be given without the proper amount of rest and time allowed for meals," and so forth.

"To be sure, it seems strange that every man should not want to go to it at once and try and better our miserable conditions, but they seem to lack confidence. On this district we never had such hard working conditions; men work from 16 and 18 hours out of every 24, as the company has doubled the men out on the runs, cutting down our lay-overs for rest, and I understand this not only applies here, but in other districts as well. If this is kept up we will be physical wrecks in a short time. The conductors are very bitter against the company and the service in consequence is demoralized.

"Are you not in a position to at least bring the matter to the attention of the I. C. C."—Interstate Commerce Commission—"relative to the long hours the company compels us to make?

"Can it be that we are wholly at the mercy of the company and that they are free to work us 18 hours out of 24? Are there not State laws with regard to hours of labor? Surely there is some way to cause an investigation into our conditions and arouse public sentiment.

"I am going to expound the principles of federation in an open manner so as to help bring the organization to a stage of efficiency in as short a time as possible. Of course, I know that by doing this I am putting myself in position to be dismissed by this company. But this is not time to stand on the principles of individualism.

"The conductors are all very much dissatisfied with present working conditions, as we do not get time for rest. Never in my 18 years' service have I ever seen such hard working conditions in this district. There seems to be no limit as to the number of hours the company sees fit to work us."

Commissioner ATSHTON. Is that the Boston district, Mr. Bell, that you are referring to now?

Mr. BELL. No; there is Boston and New York—

Chairman WALSH. Give the last district, please.

Commissioner ATSHTON. What was the last letter that you read?

Mr. BELL. That was Boston. [Continues reading:]

"For several years conductors and porters have requested from the Pullman Co. increase in pay and better conditions." This is Jacksonville. "Petitions for increase in salary have been made and signed by every conductor in several districts and forwarded to the general manager of the Pullman Co., and the Pullman Co. have never made any reply to them. After talking to a large number of employees, I send you the following facts and figures."

This is a record of personal expenses, the balance of this, on the road.

Chairman WALSH. Personal expenses on the road?

Mr. BELL. Yes.

Chairman WALSH. Well, that might be enlightening. Could you briefly state what they are?

Mr. BELL. Would you like that in detail, Mr. Walsh? It is two pages, and it has a summary here, a recapitulation.

Chairman WALSH. We have been trying to get, as we have gone along, what the expenditures were, and if it is well stated there, if it meets with what you believe are the facts, why, you may read it. Do you have a summary?

Mr. BELL. I have a summary.

Chairman WALSH. Well, then, give us the summary.

Mr. BELL. Let us see. I don't remember the—here is a summary relative to just what is stated there [reads]:

"On many of the day runs the men are required to run every day without relief and lay-over. On relief runs the men, when relief is due as allowed by the company, are required to report, to protect their runs, until sure that a man has been assigned to relieve them. But, in many instances throughout the system, men run two to three months, being compelled to miss several reliefs without pay for that relief time. On the Pullman buffet cars employees must pay

full price for all meals—the same prices as are charged to the passengers. Am sending you several reports of runs and expenses of same.”

Here are 9 breakfasts away from home \$5; dinner at home, supper at home—that is relief—9 meals, at 50 cents for trips, \$4.50. Six trips a month, \$27.

Another place, 7 meals at 50 cents, including street car, tips, etc., \$3.50; one room, 50 cents—\$4. That is the shorter trips.

And I will say, further, that it is compulsory to tip waiters on dining-room cars to get service, just as much for the crew as it is for passengers.

Eight trips per month, \$28; four days at home each month. I will not read you the rest of that, because I will submit this to you, and you can have it.

Here is a summary of 6 meals at 50 cents per trip, \$3; 10 trips per month, \$30. And in his summary, his conclusion, “Uniform, pro rata, \$2; insurance (health and accident), \$3; groceries, meats, and so forth, at home, \$25; house rent (house not heated), \$18; water, light, and fuel, \$4; lodge dues, \$1; laundry, shirts, collars, and cuffs, \$4—57”; and to that add meals and room away from home. That is his cost of living at home.

Chairman WALSH. I can't hear you. What did you say there, just at the last?

Mr. BELL. I say that was his living expenses at home. He says, add to that expenses away from home—add what it costs him to live.

Chairman WALSH. Have you added that to it?

Mr. BELL. No; I have not.

Chairman WALSH. All right; go ahead.

Mr. BELL. Do you wish to take this?

Chairman WALSH. Yes; you may hand that up.

(Statement handed to Chairman Walsh.)

Chairman WALSH. Have you ever figured out the actual living expenses of a Pullman conductor?

Mr. BELL. I never kept account of my own. It always took all I made, so I knew how much it was.

Chairman WALSH. Well, this man seems to have figured it up at \$57.

Mr. BELL. At home.

Chairman WALSH. At home. Then he must add meals and room away from home.

Mr. BELL. Well, there is the report of the rest of it on the sheets.

Chairman WALSH. The record of the rest of it is where?

Mr. BELL. That is his expenses away from home on those sheets. Here is another conductor [reads]:

“I can not get by—I can, by being economical, get by on \$6 a trip, or \$1.50 per day, which totals \$30 per month. They even charge extra for bread and butter on the diner now. The men who are the same—the men who are on the same train from Omaha to Oakland claim their expenses equal that or a little more. Of course, the conductors who operate on the Santa Fe get their meals for 25 cents, where we have to pay half rate.”

That is all I have on that, Mr. Walsh.

Chairman WALSH. Commissioner Ballard would like to ask you some questions.

Commissioner BALLARD. You spoke in a letter that you read, November, 1914, from the Boston & Maine, of the conditions. Were those conditions caused because the Boston & Maine changed the schedule and laid off a great many men, and a great many conductors were thrown out of work, or what was the reason?

Mr. BELL. His reason given there was that the conductors were taken off and the porters put in charge.

Commissioner BALLARD. Porters put in charge of the cars?

Mr. BELL. Yes.

Commissioner BALLARD. You say, on the buffet cars they charge the porter in charge the same price for meals as they do the passenger?

Mr. BELL. Charge the porter and conductor—

Commissioner BALLARD (interrupting). The porter and conductor. Is that the porter—

Mr. BELL (interrupting). That is, for meals.

Commissioner BALLARD (continuing). For meals. Is that the porter that cooks the meals himself?

Mr. BELL. He or any other Pullman employee that eats from that buffet.

Commissioner BALLARD. Then the porter that cooks the meals pays the whole price of the meals that he cooks for himself?

Mr. BELL. That is my understanding, according to the letter. I do not know whether there are any exceptions.

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Commissioner BALLARD. The cook who could not take care of himself is a pretty poor cook.

Mr. BELL. That is their good fortune, and not anything that the company allows him.

Commissioner BALLARD. Do they generally put on old or young men on these runs—these Pullman runs—the conductors?

Mr. BELL. Well, they will take any man that looks good to them, if he is 25 years of age.

Commissioner BALLARD. Are they generally young or old men?

Mr. BELL. Well, they are pretty well mixed as to age.

Commissioner BALLARD. You say that you used to go to the hotels and to the Pullman rooms to stay, you yourself. Do the hotels give the conductors reduced rates?

Mr. BELL. Many hotels will give you a room without charge.

Commissioner BALLARD. Well, do they expect the conductor then to recommend the hotel, or is there any reason for it? Why do they give the conductors the room?

Mr. BELL. I suppose they do. They never said anything to me about it.

Commissioner BALLARD. You used to get your hotel rooms free of charge?

Mr. BELL. In some places.

Commissioner BALLARD. The porter and the conductor on the car, would not they ever—the porter ever tell the conductor that he had a good run or a bad run with regard to tips? Did they ever mention tips to the conductor?

Mr. BELL. They made that expression; yes.

Commissioner BALLARD. That they had a good run this trip, or a poor run?

Mr. BELL. Yes.

Commissioner BALLARD. Did it ever occur to you to ask how much he had made on any one of those trips?

Mr. BELL. No. I did not.

Commissioner BALLARD. Never did ask how much he made?

Mr. BELL. I never did ask. I was not—I never attempted to make—take any statistics from it, and I never put it down.

Commissioner BALLARD. You do not know what they would make on a good run, or about what they would make on a bad run at all?

Mr. BELL. No. I know what salary they got; the rest, I did not.

Commissioner BALLARD. When the porter talked about having a good run, it did not occur to you to ask how much he had made?

Mr. BELL. Whether it occurred to me or not, I never did. I seldom—that was his own private business.

Commissioner BALLARD. I notice in these expenses you have here, 10 trips per month at \$4 per trip, making \$40 for the 10 trips; that would be \$40 if a man made 10 trips. Then at home it seems to be \$28.

Mr. BELL. That was his living expenses at home.

Commissioner BALLARD. That, then, would make his expenses about \$68; that would include probably most of his salary?

Mr. BELL. According to what he gives there. Take it in Chicago and many cities a man can not get rent for what he gives there. I haven't had that good fortune.

Commissioner BALLARD. That is all.

Chairman WALSH. Commissioner O'Connell would like to ask some questions.

Commissioner O'CONNELL. Do the porters divide tips with the conductors?

Mr. BELL. I never knew of a case like that; I do not think anybody else does.

Commissioner O'CONNELL. At these places at the terminals where they have sleeping facilities, do they also have facilities there for porters, or do they occupy the same rooms?

Mr. BELL. No; they do not occupy the same rooms. In St. Louis there is a room for the porters—a separate room. I never was in it. In some places they use cars, and there are other places where they have some rooms.

Commissioner O'CONNELL. Have you ever been any place where the porters and the conductors occupy the same rooms?

Mr. BELL. No; unless they sleep in the car while laying over.

Commissioner O'CONNELL. What is the wage of a buffet porter where he is supposed to act as cook and waiter and porter?

Mr. BELL. I do not know that, Mr. O'Connell.

Commissioner O'CONNELL. Where they run a buffet car on a train with other cars attached, is it part of the duty of the porter of other cars to go into the buffet car and help serve there, in addition to working their own car?

Mr. BELL. Only in cases of emergency. They can go in there and get provisions for the passengers in their own cars and take them to the car. But they seldom go in the car and help the buffet porter in his own car.

Commissioner O'CONNELL. There is no extra compensation of any kind what^{er} ever if he does go into the other car?

Mr. BELL. Not unless he gets it from the passengers.

Commissioner O'CONNELL. Have you ever taken up with, or thought of taking up with, the United States Board of Mediation and Conciliation the question of having that board take up with the Pullman Co. the questions of grievances in behalf of conductors and porters?

Mr. BELL. No; I have not. I—I do not quite—

Commissioner O'CONNELL. Do you understand the laws under which the board is operating, now known as the Newlands Act, formerly the Erdman Act, under which the organizations engaged in interstate commerce—this board acts as mediator between the workman and the employer in the adjustment of disputes?

Mr. BELL. I have read extracts from this. They were sent me by the Interstate Commerce Commission and by the Bureau of Labor.

Commissioner O'CONNELL. This is not under the Interstate Commerce Commission. It is separate entirely.

Mr. BELL. Well, but they sent me extracts of the law.

Commissioner O'CONNELL. You have never looked into the matter as to whether the employment under which conductors and porters are working would properly come under the jurisdiction of that department?

Mr. BELL. I never went into that, to tell how much there was to it.

Commissioner O'CONNELL. Have you got one of those orders you say is given to the conductor, ordering the paymaster to pay him if he has passed the inspector and had his uniform inspected?

Mr. BELL. No; I have not.

Commissioner O'CONNELL. You have not got one of those?

Mr. BELL. No, sir; I have not.

Commissioner O'CONNELL. Have you ever received one of those yourself?

Mr. BELL. Yes; I received one almost every time I was paid.

Commissioner O'CONNELL. Almost. Does it occur every time men are paid?

Mr. BELL. It is supposed to occur every time they are paid. But cashiers have given me my checks without giving me that slip.

Commissioner O'CONNELL. Then it is not a fixed rule or custom that you should pass examination before you are paid?

Mr. BELL. It is a fixed rule, but—

Commissioner O'CONNELL (interrupting). Not enforced?

Mr. BELL. It is, sometimes, business transacted differently with some men. In my case where I got it without the order was where I had very little time to get to the cashier and had almost no time in the office while the cashiers were on duty.

Commissioner O'CONNELL. Under what circumstances would the paymaster refuse to pay you your month's salary?

Mr. BELL. I do not know.

Commissioner O'CONNELL. Would he have any right to do it under any circumstances?

Mr. BELL. I do not know whether he would or not. I don't think he would.

Commissioner O'CONNELL. Suppose an inspector found your uniform with no buttons on and a lot of things the trouble with it; what would he do with you before you went to the paymaster? Would he give you an order so you could get your pay, or would he hold up the pay until you got the buttons put on your clothes, or what?

Mr. BELL. No; he would give you an order to get your uniform put in condition. And I suppose he would give you an order for your pay at the same time. I do not think they would attempt to hold out your pay. They know better than that.

Commissioner O'CONNELL. They would give you warning not to appear in that condition again?

Mr. BELL. Yes. That is as far as I could tell about that.

Chairman WALSH. Commissioner Alshon, did you have some questions?

Commissioner AISHTON. Yes. I would like to ask one or two questions, Mr. Bell.

I have forgotten whether you testified or read from the correspondence regarding the number of hours work in every 24-hour period; 16 to 18, was it, that conductors were required to work in 24 hours?

Mr. BELL. Yes, I read that.

Commissioner AISHTON. That was read from correspondence? Is that a fact, from your personal knowledge, on any large number of runs, or any runs?

Mr. BELL. Well, there are many runs where you have to work from 26—well, say from 20 to 60 hours.

Commissioner AISHTON. That is, those are the long runs?

Mr. BELL. Those are the long runs.

Commissioner AISHTON. To the Pacific coast?

Mr. BELL. But the runs he has reference to are not long runs, because the runs where he was running were not long runs.

Commissioner AISHTON. Those runs were short runs, what you call one-night runs?

Mr. BELL. Yes.

Commissioner AISHTON. What would be the general average of work on runs of that kind as to lay-over? Would he ordinarily get several hours lay-over at the end of his run?

Mr. BELL. I should judge on those runs he would go in about 7 or 8 o'clock in the morning and leave in the evening, probably from 8 to 10 o'clock.

Commissioner AISHTON. From 8 to 10 o'clock. And arrive at destination, the home terminal, the following morning?

Mr. BELL. The following morning.

Commissioner O'CONNELL. Then what is the practice with regard to the lay-over? When will he go out again, ordinarily?

Mr. BELL. The following evening.

Commissioner AISHTON. He would go out the following evening?

Mr. BELL. Supposed to go out every evening except when he has a relief.

Commissioner AISHTON. He has stated reliefs, has he not, that are provided, and that are granted?

Mr. BELL. He has not stated reliefs. They are only reliefs, but you know reliefs are customary with the company that you are supposed to have a certain number of reliefs on short runs, and on long runs you have lay-overs.

Commissioner AISHTON. How many reliefs would a man ordinarily get on what you would call a one-night run, in a month, say?

Mr. BELL. It is usually one round trip a month. That is what it amounts to; sometimes that is divided.

Commissioner AISHTON. One round trip a month?

Mr. BELL. Yes.

Commissioner AISHTON. Now, on the long runs, if you take the Pacific coast runs, say, that occupy three days, a man reaches San Francisco, how long does he ordinarily lay over there before he comes out?

Mr. BELL. They are there sometimes over night; some of the runs I believe leave there the same day. There was a change in that, but I do not know just what that is. They used to be there over night, and they used to be there sometimes—in Los Angeles—two nights.

Commissioner AISHTON. On arrival at the home terminal, what is the practice on that class of runs, say a run from Chicago to San Francisco, when a man arrives at Chicago, what opportunity does he generally have to rest? Possibly you may not be able—I think testimony was given yesterday—if you are not familiar with it.

Mr. BELL. I could not tell you; but there is plenty of testimony on that by men—

Commissioner AISHTON. 48 to 64 hours, I believe, is the testimony.

Chairman WALSH. Sixty-eight hours.

Commissioner AISHTON. Sixty-eight hours; the testimony was given yesterday.

Referring to this matter of substitution of porters for conductors, as referred to in a very large number of letters that you read, Mr. Bell, is it not a fact that on the Boston & Maine Railroad, the New York, New Haven & Hartford, and a number of those that are commonly called "summer-resort railroads," it is customary to put conductors on those same cars in the month of May and generally continue them until the month of September or October, and through the summer-resort business, and through the balance of the year the travel is very thin, the number of cars that run in that territory very limited, and is that not possibly the cause of dissatisfaction that was referred to in those letters rather than to any act of the company trying to bring about the present conditions?

Mr. BELL. I know that Boston is a district where they use a great many more conductors during the summer than they do in the winter. The custom has been to transfer many conductors to other parts of the country during the winter season. I do not know how the travel is in that section during the winter.

Commissioner AISHTON. Is it not fair to assume that that same condition prevailed, in rather accentuated form, last October on account of the depression of business everywhere, and that it is possible that the failure to transfer the conductors was due to the condition rather than any desire to put more men out of employment?

Mr. BELL. I don't know as to that; that is a question. As I never was in that section very much, I do not know what the conditions of travel are during the year.

Commissioner AISHTON. I have forgotten, Mr. Bell, just what your testimony was as to your last service with the Pullman Co. at the time you were discharged for various reasons. What was the last date you worked for the Pullman Co.?

Mr. BELL. August 25, 1913.

Commissioner AISHTON. 1913?

Mr. BELL. Yes, sir.

Commissioner AISHTON. So that your knowledge of the conditions since that date has been from the correspondence you have had with the various parties?

Mr. BELL. From correspondence and interviews.

Commissioner AISHTON. You worked for the Pullman Co. three different periods, I believe; once in the Dearborn Station, where you left for certain reasons of your own; then you resought employment with them and was employed as a Pullman conductor for 2 years or 18 months?

Mr. BELL. About 25 months.

Commissioner AISHTON. About 25 months?

Mr. BELL. Yes.

Commissioner AISHTON. Then you were in some other line of business for a period of how long?

Mr. BELL. After being a conductor, do you mean?

Commissioner AISHTON. Yes.

Mr. BELL. About six years.

Commissioner AISHTON. You left the service of your own accord, I believe?

Mr. BELL. Yes.

Commissioner AISHTON. And was in some other line of business six years?

Mr. BELL. Yes.

Commissioner AISHTON. And then you sought employment again with the Pullman Co. as conductor?

Mr. BELL. Yes.

Commissioner AISHTON. What was the—may I ask—I do not want to be personal at all and you need not answer if you do not want to.

Mr. BELL. You can ask me any question you wish, and when you ask me something that I do not wish to answer, the chairman will have to overrule me.

Commissioner AISHTON. What I want to get at is why did you go to work for the Pullman Co. again? Did you consider the employment desirable at that time?

Mr. BELL. I resigned as conductor to go into business for myself. I was in business for myself six years and sold out, and I went back with the company after—this was in June, and I thought I would go back and stay until spring. What I had in mind in the spring did not materialize, and I stayed until they did not want me any longer, then I quit.

Commissioner AISHTON. That is all, thank you, Mr. Bell.

Chairman WALSH. Commissioner Ballard has another question.

Commissioner BALLARD. I was just going to ask you: When you were dismissed the last time were you organizing a union among the conductors and porters?

Mr. BELL. Yes, sir.

Commissioner BALLARD. And you are still doing that, are you?

Mr. BELL. Yes.

Commissioner BALLARD. That is your profession now?

Mr. BELL. I am secretary of the organization.

Commissioner BALLARD. Do you think that the secretary of a union—that you being secretary of the union it would be difficult to find men complaining of the

company? Do you think it would be difficult to get men to sign petitions for almost anything?

Mr. BELL. I know it is not, but when men write voluntarily I do not see that the secretary has anything to do with it but to read it.

Commissioner BALLARD. You think then those letters you have read were not solicited or inspired letters, but just the honest statement of the feelings of the men?

Mr. BELL. They were not asked for by me.

Commissioner BALLARD. They were in no way inspired or sought for?

Mr. BELL. Not that I know of; they did not come that way to me, I know.

Commissioner BALLARD. Are they all of them addressed to you?

Mr. BELL. I believe all that were read are addressed to me.

Commissioner BALLARD. That is all, Mr. Bell.

Chairman WALSH. Commissioner Lennon would like to ask some questions.

Commissioner LENNON. Mr. Bell, is a Pullman conductor under the charge or direction of the train conductor?

Mr. BELL. That is your instructions. If you go to do anything in regard to the passengers or anything, you are supposed to consult the train conductor.

Commissioner LENNON. Do the Pullman conductors take up the tickets of passengers, or does the train conductor always take them up? I mean the transportation tickets; I don't mean the Pullman tickets; but the transportation tickets?

Mr. BELL. On the Pennsylvania and on the Santa Fe, on most all of the trains, the Pullman conductor takes the transportation in the Pullman cars. On other roads, the train conductor is supposed to take up the transportation, and usually does leaving the terminals, but passengers getting on after that, their transportation is in most cases lifted by the Pullman conductor.

Commissioner LENNON. Can you tell us as to the number of hours per month served on trains as to the conductor compared with the Pullman conductor? Have you made out that schedule?

Mr. BELL. No.

Commissioner LENNON. Have you such figures to submit to us?

Mr. BELL. No; I have not.

Commissioner LENNON. Well, will you do so? Will you ascertain and submit a statement to this commission as to the number of hours, as a general proposition, worked by the Pullman—train conductor—that is, that he is on the train, not somewhere else—and the number of hours served by the Pullman conductor? Can you do that?

Mr. BELL. I could not do that accurately.

Commissioner LENNON. Well, we do not want it unless it is accurate; at least I do not.

Mr. BELL. Well, for this reason, in going from here to Denver—we will take the Burlington. You leave here on No. 3 and go to Denver. You are on the road about 30 hours. You have five train conductors.

Commissioner LENNON. I know; but the others serve a certain number of hours, and you say you serve 30 hours?

Mr. BELL. Yes.

Commissioner LENNON. It seems as though there should be some way to ascertain the number of hours served by each in the month or in the week or—

Mr. BELL (interrupting). But that train conductor goes from Chicago to Burlington and lays over there, and after getting a certain amount of rest he comes back to Chicago. He may go back there again and meet the Pullman conductor again by the time you get back from Denver. That is what makes it difficult to tell.

Commissioner LENNON. Well, can you submit a statement as to the number of hours per month that the Pullman conductor is usually on the trains?

Mr. BELL. I can tell you how many hours a month he is on the train on certain runs, and you can—

Commissioner O'CONNELL. Well, give us that statement, when you can.

(Witness subsequently furnished information desired. It appears among the exhibits at the end of this subject as "Bell exhibit.")

Commissioner AUSTON. May I ask a question, Mr. Chairman?

Chairman WALSH. Yes, sir.

Commissioner AUSTON. Mr. Bell, you are familiar with the work and responsibility of both the train and Pullman conductors?

Mr. BELL. Yes, sir.

Commissioner AISHTON. Does the Pullman conductor have any responsibility whatever for passing on the validity of transportation; that is, if he—

Mr. BELL (interrupting). Please ask that again.

Commissioner AISHTON. Does the Pullman conductor have any responsibility or any jurisdiction as to the acceptance or rejection of the transportation that may be offered by a passenger—railroad transportation?

Mr. BELL. He is not supposed to have anything to say about the transportation at all.

Commissioner AISHTON. He simply collects the transportation for the action of the train conductor in passing on it and seeing whether it is valid or invalid or right?

Mr. BELL. Yes.

Commissioner AISHTON. Does the Pullman conductor have anything to do with the handling of the orders connected with the movement of that train or the operation of the train?

Mr. BELL. No, sir.

Commissioner AISHTON. Nothing whatever?

Mr. BELL. No.

Commissioner AISHTON. In other words, the Pullman conductor's responsibility is limited to seeing that the revenue due the Pullman Co. for seats, berths, or rooms is collected and properly reported to the company—to seeing that the porters under his charge carry out their duties properly, that the cars are ventilated, and anything else?

Mr. BELL. He is supposed to have complete supervision of the Pullman service, really, without any authority. He has no authority even to put a passenger out of the car for refusing to pay their Pullman fare, even if they have paid their railroad fare.

Commissioner AISHTON. And the train conductor, in other words, is the man they would have to—

Mr. BELL (interrupting). You are instructed to see the train conductor before you take any action—any action of any importance. I was told by Mr. Ryan, the assistant superintendent at St. Louis, that I had no right to give a passenger any information without first seeing the train conductor.

Commissioner AISHTON. I think that is all, Mr. Chairman.

Chairman WALSH. Commissioner Garretson would like to ask you a few questions.

Commissioner GARRETSON. Mr. Bell, is it not a fact that on those lines where Pullman conductors are required to lift transportation and pass it on to the train conductors, that if they accept transportation that is wrong, they are regularly disciplined for so accepting it?

Mr. BELL. I do not understand, Mr. Garretson.

Commissioner GARRETSON. On those lines where the regulations of the railway company, as on the Pennsylvania, requires the Pullman conductor to lift the train transportation, if he makes an error in accepting outlawed transportation, he is liable for discipline therefor?

Mr. BELL. They certainly are.

Commissioner GARRETSON. In other words, they have all the responsibility for doing those things and get no pay for it?

Mr. BELL. Yes. They get disciplined for anything that leads to trouble in that respect.

Commissioner GARRETSON. Is there not a very large number of local-service short lines in the Pullman service, as, for instance, Chicago to Des Moines, Chicago to Ottumwa or Burlington, and similar runs, that a Pullman conductor never has his foot on the car in at least one direction, and sometimes more? That the porter handles everything—

Mr. BELL. I did not get the question.

Commissioner GARRETSON. That the porter handles the transportation without any conductor on those runs in at least one of those directions, and sometimes both?

Mr. BELL. There are some places, some runs, where the porter handles both in one direction; sometimes there is a conductor part of the way, and sometimes no conductor.

Commissioner GARRETSON. Well, a very considerable number where there is no conductor in one direction?

Mr. BELL. There are some; yes, sir.

Commissioner GARRETSON. What line were you on, Mr. Bell? What Pullman line?

Mr. BELL. Well, I have been on several, Mr. Garretson.
 Commissioner GARRETSON. Well, name them.
 Mr. BELL. Well, I ran on the Burlington.
 Commissioner GARRETSON. Between here and Denver?
 Mr. BELL. Yes. I have been on the Northwestern.
 Commissioner GARRETSON. Omaha or Denver?
 Mr. BELL. I have been to Boone on the Northwestern.
 Commissioner GARRETSON. What is that?
 Mr. BELL. Boone, Iowa.
 Commissioner GARRETSON. Boone?
 Mr. BELL. Yes, sir.
 Commissioner GARRETSON. One of the short lines?
 Mr. BELL. Yes, sir. On the Chicago & Alton—
 Commissioner GARRETSON (interrupting). St. Louis or Kansas City?
 Mr. BELL. Both.
 Commissioner GARRETSON. Both.
 Mr. BELL. On the Burlington to Kansas City. On the Burlington to Lincoln.
 On the Rock Island to Sioux Falls. On the old Wisconsin Central to St.
 Paul and Minneapolis; and all over the Illinois Central.
 Commissioner GARRETSON. South or west?
 Mr. BELL. Both ways.
 Commissioner GARRETSON. New Orleans on the south?
 Mr. BELL. Yes, sir.
 Commissioner GARRETSON. Omaha and Sioux City west?
 Mr. BELL. I have been to Sioux Falls and Omaha west, and south to Cairo,
 to New Orleans, to St. Louis. I have been on the Big Four to Cincinnati; on
 the Monon to Cincinnati; on the Wabash to Detroit; on the Michigan Central
 to Buffalo; on the—I guess it is—G. R. I. & P. to Mackinaw, Mich.; on the
 Y. & M. V.; on the Southern Pacific; on the Santa Fe—
 Commissioner GARRETSON (interrupting). Now, the Santa Fe were? San
 Diego or Los Angeles or Frisco?
 Mr. BELL. I was out in Arizona—out there and back. Some of those roads
 I have made only one trip on.
 Commissioner GARRETSON. On the short lines that you were on, were most
 of them—
 Mr. BELL (interrupting). Sir?
 Commissioner GARRETSON (continuing). Seven-day runs usually?
 Mr. BELL. Well, those short lines, you are supposed to have one trip a month
 relief; some run two.
 Commissioner GARRETSON. Where the car runs seven days to the week?
 Mr. BELL. Yes, sir.
 Commissioner GARRETSON. Whatever the calendar days of the month are?
 Mr. BELL. Yes.
 Commissioner GARRETSON. With one relief trip a month?
 Mr. BELL. Yes; I was on Illinois Central to Omaha runs, and have been on
 31 nights a month when there were that many nights in the month.
 Commissioner GARRETSON. Did you get any extra pay if you did not have a
 relief trip?
 Mr. BELL. No.
 Commissioner GARRETSON. If you took more than the one relief trip that is
 arranged for, your pay is docked for it?
 Mr. BELL. If you get your relief that is on the schedule, why, that is not
 docked.
 Commissioner GARRETSON. But if you take another relief trip, if you have a
 relief run for you, another trip besides the one arranged for, do they dock you
 for that?
 Mr. BELL. They do not have those.
 Commissioner GARRETSON. You can not get relief, then, on your own
 initiative?
 Mr. BELL. You can get off; yes. You lose that time.
 Commissioner GARRETSON. But they dock you the time?
 Mr. BELL. Certainly.
 Commissioner GARRETSON. What is the average number of trips that a con-
 ductor makes, for instance, over the Santa Fe to Los Angeles from here?
 How many hours are used from here there?
 Mr. BELL. It is approximately 60 hours.

Commissioner GARRETSON. How much lay-over does he have either at Los Angeles or Frisco?

Mr. BELL. I think he is there overnight now. It depends on what time he gets in.

Commissioner GARRETSON. So he puts in 120 hours on the trip on the train?

Mr. BELL. Approximately; yes, sir.

Commissioner GARRETSON. How long a lay-over does he have here when he comes back?

Mr. BELL. I could not tell you accurately, Mr. Garretson. That was given in evidence here yesterday, I believe. I believe it was something like 60 hours.

Commissioner GARRETSON. Sixty hours?

Mr. BELL. Something like that; yes.

Commissioner GARRETSON. Then he puts in two sixties on a trip and has one sixty off?

Mr. BELL. Yes, sir. Well, he has a lay-over at the other end.

Commissioner GARRETSON. Could you furnish us a definite statement of those runs, we will say where a man is allowed one trip off during a 30-day month? Take the actual run as the man is required to make it and the time he has off.

Mr. BELL. I could make it accurately if I had the itinerary of the run that the company uses.

Commissioner GARRETSON. Well, I supposed possibly that might be available to you?

Mr. BELL. Not to me, I don't think; the commission could get it.

Commissioner GARRETSON. Do you know anything about the Chicago-Jersey City or New York run—time on and off?

Mr. BELL. The men are here; some of them are here overnight and some of them are here all day.

Commissioner GARRETSON. That is made by men whose home lay-over is Jersey?

Mr. BELL. Yes, sir.

Commissioner GARRETSON. Do you know how many hours off they have there?

Mr. BELL. Not exactly; no.

Commissioner GARRETSON. Can you tell on the Chicago-Los Angeles run, or the Chicago-Frisco run, or the Chicago-Portland, or the Chicago-Seattle, how many meals during the month a man has to buy away from home? Can you furnish definite information on that and the prices he has to pay?

Mr. BELL. I could not give you that accurately, Mr. Garretson, because it varies some.

Commissioner GARRETSON. You could not get it from the men who are on those runs and furnish it?

Mr. BELL. Yes; I can give it.

Commissioner GARRETSON. Will you do so?

Mr. BELL. When do you want that produced?

Commissioner GARRETSON. Well, as soon as you conveniently can.

Mr. BELL. Yes; I will give it.

(See "Bell exhibit," at end of this subject.)

Commissioner GARRETSON. The question was asked you a little while ago in regard to conductors finding out what the income was from tips. If the conductor on the car asked his porter about four or five times as to what his collections were, what conclusion would the porter probably arrive at?

Mr. BELL. I have an idea that he would think that the conductor wanted to furnish information to the company. I don't see what other reason he would have.

Commissioner GARRETSON. Or squeeze his bit from him?

Mr. BELL. Yes.

Commissioner GARRETSON. Isn't it a fact that conductors of cars avoid asking such questions on just those grounds?

Mr. BELL. I always avoided it.

Commissioner GARRETSON. Is there a strong belief on the part of the conductors and porters in the Pullman service that each is induced to furnish information about the other, or is there?

Mr. BELL. It is encouraged.

Commissioner GARRETSON. How is that?

Mr. BELL. That is encouraged.

Commissioner GARRETSON. And the men are aware of the fact, are they?

Mr. BELL. That is their expression. I have heard it frequently.

Commissioner GARRETSON. Among the Pullman conductors what is the general impression as to the line of conduct that brings promotions in the company's service?

Mr. BELL. A pull—influence.

Commissioner GARRETSON. And is it the general belief that anything else will bring it?

Mr. BELL. I don't know as to that. It may be that special service would. I don't know. I never pried into those things. I am above that.

Commissioner GARRETSON. Does the company give service letters when they discharge men?

Mr. BELL. I think it would be a souvenir if they did. I never knew one.

Commissioner GARRETSON. What is that?

Mr. BELL. I think it would be a souvenir if they did. I never saw one or heard of one.

Commissioner GARRETSON. Then there is no cause of leaving stated in a service letter?

Mr. BELL. Not that I know of.

Commissioner GARRETSON. Is it a fact that there have been a continuous effort on the part of the Pullman conductors, as well as the porters, for very many years past to perfect an organization among themselves?

Mr. BELL. Very often; several times.

Commissioner GARRETSON. Or in connection with others?

Mr. BELL. Very often.

Commissioner GARRETSON. Is it not a general subject of comment from the Pullman men to the train-service men that they desire to either organize independently or by being attached with one of the other train-service organizations?

Mr. BELL. Well, they have expressed desires for both—either way.

Commissioner GARRETSON. Is it not a fact that Pullman conductors have made appeal after appeal to the train-service organizations to take them into membership and organize them?

Mr. BELL. Yes, sir; it has.

Commissioner GARRETSON. Has the discharge of the people who were in charge of such movement invariably—

Mr. BELL. I did not get that.

Commissioner GARRETSON. Has the discharge of the men who were connected with the efforts to affiliate with the other train-service organizations always been followed by discharge?

Mr. BELL. Those men have been gotten rid of.

Commissioner GARRETSON. They are not in the service if they are known?

Mr. BELL. No; they are undesirable citizens.

Commissioner GARRETSON. Is it not a fact that the conditions existing in regard to discharge in the Pullman service at the present time are exactly as they were on the railroads before the employees were organized?

Mr. BELL. I think so; as far as I can learn, they are much the same.

Commissioner GARRETSON. Have you ever known of an instance where a district superintendent discharged a conductor or porter where that decision was reversed by a superior officer on account of efforts made on his behalf by himself?

Mr. BELL. I have known of cases where they have been reinstated on account of the efforts of somebody, but whether on the efforts of themselves, or some outside influence, I do not know.

Commissioner GARRETSON. Has the man any chance of appeal above the officer discharging him?

Mr. BELL. Yes; he has a chance.

Commissioner GARRETSON. How is that?

Mr. BELL. Yes; he has a chance.

Commissioner GARRETSON. Has he got an appeal?

Mr. BELL. He has the privilege if he can get in and get a hearing.

Commissioner GARRETSON. Can he get a hearing in practical experience? Is that right recognized?

Mr. BELL. It is the opinion among the men that they might as well not try, and many give up because they think it is useless to try. I have known of those cases.

Commissioner GARRETSON. Have you ever seen any results from it in the way of reversal of decisions?

Mr. BELL. Yes; there has been.

Commissioner GARRETSON. Where the man used no political or business influence, but simply depended upon his own efforts?

Mr. BELL. I do not know of a case of that kind; I would not say that there was not; I don't know.

Commissioner GARRETSON. That is all.

Commissioner AISHTON. I think you said, Mr. Bell, in your testimony, that you yourself appealed a case to an officer at one time, did you not?

Mr. BELL. No, sir.

Commissioner AISHTON. Possibly I was mistaken.

Mr. BELL. You are mistaken in that; I never appealed.

Commissioner AISHTON. But as a matter of fact, if a man is discharged by an assistant superintendent, or whoever has that power in the Pullman Co., he has the right of appeal to certain officers of the company—to Mr. Davis?

Mr. BELL. Mr. Davis's office, as I understand it, is always final on that; he passes on all discharges, I understand, and, of course, you always have the privilege of seeing Mr. Davis, even when you would rather not see him.

Commissioner AISHTON. You do not know whether there have been cases appealed to officers above Mr. Davis in rank, do you?

Mr. BELL. I have heard of cases; I have no individual knowledge; but I have heard of cases where they were.

Commissioner AISHTON. You read a number of letters from different conductors who had been discharged or lost their jobs in various parts of the country; you have no personal knowledge other than as contained in those letters, as to the cause of their discharge, or what steps they took to be reinstated, or as to taking an appeal?

Mr. BELL. I have had some interviews with them personally.

Commissioner AISHTON. You have had interviews with them personally?

Mr. BELL. Yes.

Commissioner AISHTON. But you have no personal knowledge of their cases, other than as you have told us?

Mr. BELL. No; I have no means of getting that information.

Commissioner AISHTON. That is all, thank you.

Chairman WALSH. Commissioner Garretson would like to ask some more questions.

Commissioner GARRETSON. Since you were discharged from the service of the Pullman Co., Mr. Bell, have you made application for service elsewhere in any capacity?

Mr. BELL. Yes; I have to eat; I am employed now, but not in connection with any transportation company.

Commissioner GARRETSON. Have you applied for any service with transportation companies?

Mr. BELL. No, sir.

Commissioner GARRETSON. Not since?

Mr. BELL. I applied to nobody for service. I was told whenever I wanted to go to work to come and go to work.

Commissioner GARRETSON. You were told what?

Mr. BELL. I was told whenever I wanted to go to work to come and go to work. I have made no application any place. I could have gone to work the following week if I so desired, or that week, the same place I am now; if I saw fit.

Commissioner GARRETSON. Not in the transportation service?

Mr. BELL. No.

Commissioner GARRETSON. That is all.

Mr. BELL. Mr. Chairman, there are a couple of letters here from porters that I would like to read, if I can have permission.

Chairman WALSH. Very well.

Mr. BELL (reading). "At the present I am not with the company"—this is a Denver porter—"having resigned last month"—this was November 23, 1913. "Having resigned last month, the 28th, on account of the drastic red tape and charges. They paid me a dollar and a quarter short for August and a dollar for September, 1913, besides starting time I claim, where their agent says they don't pay for; that is, I leave Denver for Portland, line 341½, on car, 5 p. m.; leave Denver 7.05 p. m. They claim my time commences at 12 midnight. That

is seven or eight hours caring for their property, making beds, and so forth, and no pay. I am for a full-month pay check."

"I trust the movement for better pay and conditions for the porter will be successful. I would suggest that if the Pullman Co. does not increase their wages to fifty or sixty dollars per month we should strive to prevent new men from coming into the service, especially those coming from the southern schools, until our demands have been acceded to by the Pullman Co. If need be, send circulars to the principals of the schools explaining the situation just as it is."

That is from New York.

I have here a financial statement given the Interstate Commerce Commission showing that the company is in position to pay ample salaries to their men.

Chairman WALSH. How long is that statement?

Mr. BELL. It is not very long.

Chairman WALSH. Read it into the record.

Mr. BELL. (reading). "The capital stock of the Pullman Co."—

Chairman WALSH. (interrupting). What is the date of the report?

Mr. BELL. It is not dated; it is the last report, I think.

Chairman WALSH. To the Interstate Commerce Commission?

Mr. BELL. Yes. The dates are on here, and the amounts; they appear here. [Continues reading:]

"The capital stock of the Pullman Co. has been increased from \$36,000,000 in 1893 to \$120,000,000 in 1915, without the investment of a single dollar by the stockholders of the company. That has been done by the issuance of stock dividends of \$18,000,000 in 1898, \$26,000,000 in 1906, and \$20,000,000 in 1910, and by the issue of \$20,000,000 in 1899, which is shown in the reports of the Pullman Co. to have been an issue for the purchase of property and equipment, but which is generally understood to be issued in stock in exchange for the stocks of other companies.

"The total cash investment in the Pullman Co. is shown in its report to the Interstate Commerce Commission to have been \$32,601,238.

"On its inflated capitalization of \$130,000,000 the company pays regular cash dividends of 8 per cent, which is equivalent to a dividend of approximately 29 per cent on the actual cash investment.

"The Pullman Co. on June 30, 1913, had a surplus of \$3,933,793 and a so-called reserve and adjustment account amounting to \$27,844.50.

"The Pullman Co. has paid to its stockholders in cash—in regular cash dividends—since 1877 at least \$160,000,000. It has paid an extra cash dividend of \$7,200,000. This is 1893. And in addition has paid stock dividends amounting to \$64,000,000, making a total of \$231,000,000 in dividends which has been paid on an actual cash investment of \$32,601,238.

"Even with its inflated capitalization, the stock of the Pullman Co. is now selling at 155, and the assets of the company were listed in 1913 in their report to the Interstate Commerce Commission at \$156,704,000.

"The company has no bonded debt, and the only claimants on the property of the company are the stockholders."

Commissioner AUSTON. I would like to ask you if that statement covers both the manufacturing and the operating companies, or do you know that?

Mr. BELL. Judging from the statement, I would think it covered both.

Commissioner AUSTON. That it covered both?

Mr. BELL. Yes; its entire Chicago business.

Commissioner AUSTON. That is all.

Chairman WALSH. That is all; thank you, Mr. Bell. You may be excused.

Mr. BELL. May I make one statement?

Chairman WALSH. Yes.

Mr. BELL. It was stated yesterday that an employee who did anything to improve the service was recognized. I will say that in my own experience I got up a ticket and submitted it to my superintendent, H. J. Clark, now in New Orleans, and he told me he did not think much of it. I sent it through the mail to Mr. Middler, who was chief ticket agent, and they sent for me, and in the presence of Mr. Clements and Mr. Davenport I explained that ticket, and they only made one objection to it and that was they said it was not large enough. I said, "That is one of the things I want to overcome; you can make the ticket a half a mile long if you wish." The ticket was adopted and they not even said "Thank you." For my part I never expected anything, but I would have been pleased if they had acknowledged the use of it, but they never said "Thank you," or acknowledged the use of it in any way.

Further, I will say that many of the men who have been discharged that have been connected with our organization have found it very difficult to get employment since they were discharged.

Commissioner LENNON. You mean in other lines or from the company?

Mr. BELL. Any line, especially connected with transportation companies.

Chairman WALSH. That is all; thank you, Mr. Bell.

W. H. Burton; is W. H. Burton here?

TESTIMONY OF MR. WALTER W. BURTON.

Chairman WALSH. State your name.

Mr. BURTON. Walter W. Burton.

Chairman WALSH. How old are you?

Mr. BURTON. Twenty-seven.

Chairman WALSH. Where do you reside?

Mr. BURTON. 5009 Wabash Avenue, Chicago, Ill.

Chairman WALSH. How long have you lived in the city of Chicago?

Mr. BURTON. I was born and reared here.

Chairman WALSH. Did you go to school here?

Mr. BURTON. Yes, sir.

Chairman WALSH. What schooling did you receive?

Mr. BURTON. A grammar-school education.

Chairman WALSH. Did you graduate from the ward schools or go through the ward schools?

Mr. BURTON. I graduated from night school; I took the last grade in the night school.

Chairman WALSH. What is your present occupation?

Mr. BURTON. I am a waiter at the Panama Cafe and Restaurant, at Thirty-fifth and State.

Chairman WALSH. What time did you leave school? At what age did you leave school?

Mr. BURTON. About the age of 13 or 14.

Chairman WALSH. What businesses have you been in since?

Mr. BURTON. Well, have had numerous positions since then; the most important was porter. That is about the longest position I held since.

Chairman WALSH. You were a Pullman porter, were you?

Mr. BURTON. Yes.

Chairman WALSH. When did you enter the service of the Pullman Co.?

Mr. BURTON. I don't remember the exact date; it was in March, I guess. About six years ago this March.

Chairman WALSH. About six years ago?

Mr. BURTON. Yes.

Chairman WALSH. How long did you remain in the service?

Mr. BURTON. A little over four years.

Chairman WALSH. What was your first run?

Mr. BURTON. My first regular run, I believe, was to Denver, on the Rock Island.

Chairman WALSH. What is the practice of the company with reference to the assignment of porters when they first begin? Do they assign them to any particular service or any particular type of car?

Mr. BURTON. Usually you are given a tourist car, in the district I entered in.

Chairman WALSH. What salary is paid tourist-car porters?

Mr. BURTON. I believe it is \$32.50.

Chairman WALSH. How much?

Mr. BURTON. About \$32.50; I would not say for sure.

Chairman WALSH. What is paid to the standard-car porters?

Mr. BURTON. Twenty-seven dollars and fifty cents.

Chairman WALSH. Twenty-seven dollars and fifty cents?

Mr. BURTON. Yes.

Chairman WALSH. Do you know why more is paid to the tourist-car porters—a greater salary—than to the standard-car porters?

Mr. BURTON. There is a good deal more work and you carry a poorer class of people and you don't get as much tips.

Chairman WALSH. Did you run from Chicago to Denver on the Chicago, Rock Island & Pacific trains numbered 7 and 8?

Mr. BURTON. Yes.

Chairman WALSH. Please state what that run was; that is, give the time you were required to report for duty, the time of leaving Chicago, your hours for sleeping, and the time of arrival, your lay-over in Denver, and the time you reported in Denver; give a description of the trip you made.

Mr. BURTON. I was supposed to be at the yards before 7 o'clock in the morning.

Chairman WALSH. Before 7 o'clock in the morning?

Mr. BURTON. Yes, sir; at the Fifty-first Street yards; to set up my car and have it in condition to receive passengers about half an hour before leaving time.

Chairman WALSH. What was the time of leaving?

Mr. BURTON. As near as I remember, it was 9 or 9.30. We were on the road one night. We left here at 9.30 and arrived at Denver the next afternoon about 2.30, I think it was.

Chairman WALSH. What were your hours for sleep on that run?

Mr. BURTON. As near as I can remember, we slept one way; that is, either going from Chicago to Denver or coming back from Denver to Chicago. We were due to go to bed at 10.30 or 11 and were awake at 3; but quite often passengers occupying berths in the car would wish to stay awake until after that hour, and, of course, I would have to wait until they went to bed.

Chairman WALSH. What was your arriving time in Denver?

Mr. BURTON. About 2.30 in the afternoon.

Chairman WALSH. What time did you leave here?

Mr. BURTON. I left here at 9.30 in the morning.

Chairman WALSH. 9.30 one morning and got to Denver at 2.30 the next afternoon?

Mr. BURTON. About that; I am not very sure of that.

Chairman WALSH. What lay-over did you have in Denver?

Mr. BURTON. Until the following morning.

Chairman WALSH. What time did you report for duty on that morning?

Mr. BURTON. About 7 o'clock.

Chairman WALSH. What time did you leave Denver?

Mr. BURTON. About 9.30.

Chairman WALSH. Were the hours for sleeping the same?

Mr. BURTON. Yes; we just slept one way. If we slept en route to Denver, we did not sleep coming back.

Chairman WALSH. I do not understand that; why did you not?

Mr. BURTON. There was one conductor to two cars, and he relieved one man on one trip and relieved the other man coming back. There is someone supposed to be on watch in the car all the time.

Chairman WALSH. Do I understand that coming back you did not get any sleep at all?

Mr. BURTON. That is right.

Chairman WALSH. Over what period of time did that extend?

Mr. BURTON. From 7 o'clock in the morning—

Chairman WALSH (interrupting). I understand. How long did you run on that run?

Mr. BURTON. I guess about three or four months, or something like that.

Chairman WALSH. Did that condition exist during the entire time you ran on it?

Mr. BURTON. Yes; that is about the regular time of sleeping.

Chairman BURTON. What was the regular time you ran on that run?

Mr. BURTON. I don't understand.

Chairman WALSH. During what period did you have that run?

Mr. BURTON. I entered the service in March and it was about three months before I got the run—before I went on to the run.

Chairman WALSH. That was during the early part of your service with the Pullman Co., was it?

Mr. BURTON. Yes.

Chairman WALSH. Did you later run on Rock Island 5 and 6, between Denver and Chicago?

Mr. BURTON. Yes, sir.

Chairman WALSH. What time did you report at the yards?

Mr. BURTON. I reported at the yards at 5.30.

Chairman WALSH. In the evening?

Mr. BURTON. Yes; p. m.

Chairman WALSH. What time would the train leave?

Mr. BURTON. About 10.30 at night.

Chairman WALSH. Why were you required to report at such an early hour prior to the time of the departure of the train?

Mr. BURTON. The car equipment was kept in the storeroom at the yards, and the storeroom closed between 5.30 and 6 o'clock, and all porters leaving at night were supposed to be there before the storeroom closed; if not, they could not go out.

Chairman WALSH. Just give us all of the duties you were required to perform before your train left.

Mr. BURTON. The car was to be set up; that is, put combs and brushes and water glasses—drinking glasses—and making down most of the beds, probably leaving open one or two sections, and keeping watch over the car until she backed up into the station that night, and seeing that everything was clean and checking up the linen and counting all of the equipment on the car and seeing that everything was in order.

Chairman WALSH. How many nights were you on the road, on 5 and 6 between Denver and Chicago?

Mr. BURTON. That is a two-night train.

Chairman WALSH. What time was given for sleep on that trip?

Mr. BURTON. One out of the two nights.

Chairman WALSH. Why did you get only one night? Did the same conditions obtain as obtained on the other run?

Mr. BURTON. Yes; the conductor relieved one man each night.

Chairman WALSH. How long did you remain on that run?

Mr. BURTON. I don't remember now exactly how long it was; I guess about four or five months, or something like that.

Chairman WALSH. Did the same porter—would they run the same porter on that train continuously for weeks or months?

Mr. BURTON. Yes, sir.

Chairman WALSH. How long a lay-over did you have in Chicago?

Mr. BURTON. We arrived in Chicago at 7.45 and left in the evening of the following day.

Chairman WALSH. At 7.45 in the morning?

Mr. BURTON. Yes; a. m.

Chairman WALSH. And left at the hour you have already indicated of the following day?

Mr. BURTON. Yes.

Chairman WALSH. How long was your lay-over in Denver on that trip?

Mr. BURTON. We doubled right out the same day we arrived at 7.45 in the morning, and doubled out in the evening at 10.30 p. m.

Chairman WALSH. And it was on the night return trip that you were not allowed any hours for sleep at all?

Mr. BURTON. There was two nights each way, and we slept one night out of the two.

Chairman WALSH. Either coming or going?

Mr. BURTON. Both coming and going.

Chairman WALSH. Where did you sleep?

Mr. BURTON. We had a 12-section standard car, and were due to sleep in the smoking room. If there is no berth in the smoking room for the porter we occupy upper 1.

Chairman WALSH. On those runs did you always have a berth?

Mr. BURTON. Generally we had berths. Of course, when traffic is very heavy, and all the uppers and lowers are taken, there is no place for the porters to sleep, but that does not often happen.

Chairman WALSH. You say it does not often happen; could you give us some idea of how frequently it does happen?

Mr. BURTON. I never had it happen to me very many times in my experience.

Chairman WALSH. During the whole four years it did happen three or four times, would you say?

Mr. BURTON. It happened about a dozen times to me in the four years I was running.

Chairman WALSH. You were then required to sit up all night, were you?

Mr. BURTON. Yes.

Chairman WALSH. What was the rule in regard to polishing the shoes of the passengers? Is that something you can do or not do, or something you are required to do?

Mr. BURTON. It is something you are required to do; you are supposed to do that. It goes along with the other rules.

Chairman WALSH. Is there any particular place in the car where you are required to take your station to do that?

Mr. BURTON. Yes, sir; on the camp stool at the smoking-room end of the aisle.

Chairman WALSH. Did you run between Chicago and Lincoln on the Rock Island trains 13 and 14?

Mr. BURTON. Yes.

Chairman WALSH. Please describe that run, giving the same details you have given us to the other run; what time, for instance, did you leave Chicago?

Mr. BURTON. I left Chicago at 6.15, I think it was; 6 or 6.15, something like that.

Chairman WALSH. P. m.?

Mr. BURTON. Yes; p. m. We were supposed to be at the yards about 4 or 4.30 in order to step up before receiving time; we started to receive about half an hour before leaving time.

Chairman WALSH. How long did it take you to make the trip to Lincoln?

Mr. BURTON. We arrived at Lincoln the next morning at 8 or 9 or 7.30, or somewhere around there; I was not on that run very long, and I don't remember the exact leaving or arriving time.

Chairman WALSH. What hours did you have for sleeping on the way over there?

Mr. BURTON. I don't remember that very distinctly; it is one out of two, I believe.

Chairman WALSH. What is that?

Mr. BURTON. One night out of two; it takes two to make the round trip, and I believe we slept one night out of the two. That run I was not on very long, and I don't remember.

Chairman WALSH. Is it clear enough in your mind that you can give us the details of it, or would you prefer not to?

Mr. BURTON. I would not care to make a statement on that, because I am not sure.

Chairman WALSH. Did you later run on the Chicago & Eastern Illinois between Chicago and St. Louis?

Mr. BURTON. Yes, sir.

Chairman WALSH. How long did you run on that road?

Mr. BURTON. About two years.

Chairman WALSH. What time did you report on that run?

Mr. BURTON. I reported on that run at the yards at 5.30.

Chairman WALSH. What time did your train go out?

Mr. BURTON. At 11.59.

Chairman WALSH. What time did it arrive in St. Louis?

Mr. BURTON. It arrived in St. Louis at 7.45 or 7.47, or something like that, the following morning.

Chairman WALSH. What sleep did you get that night?

Mr. BURTON. No sleep.

Chairman WALSH. Why did you not get any sleep?

Mr. BURTON. We were not due to have any sleep on that run.

Chairman WALSH. None at all?

Mr. BURTON. No.

Chairman WALSH. How long did you run on that run?

Mr. BURTON. About two years.

Chairman WALSH. Did you run steadily on it?

Mr. BURTON. Yes, sir.

Chairman WALSH. How long did you lay over in St. Louis?

Mr. BURTON. I laid over in St. Louis all that day until 5.30.

Chairman WALSH. What time did you leave St. Louis?

Mr. BURTON. At 11.59 that night.

Chairman WALSH. What time did you report?

Mr. BURTON. We were due to report before the storeroom closed, at about 5.30.

Chairman WALSH. What time did that train arrive in Chicago?

Mr. BURTON. About 7.45.

Chairman WALSH. What time did you have to sleep on the way back?

Mr. BURTON. No sleep at all.

Chairman WALSH. What relief, or time off, did you get while on that run?

Mr. BURTON. One night a week.

Chairman WALSH. One night per week?

Mr. BURTON. Yes, sir.

Chairman WALSH. Did you ever run between Chicago and Cleveland on the Lake Shore road?

Mr. BURTON. Yes, sir.

Chairman WALSH. I wish you would describe the details of your service on that road.

Mr. BURTON. That is not very clear to me; I was not on that run very long. That was sort of relief work over there. I swung between Toledo—between the Toledo run and the Cleveland run.

Chairman WALSH. What did you pay for your meals while you were running on these various runs?

Mr. BURTON. When we were required to eat in the diner, we paid half price.

Chairman WALSH. Could you approximate what it would cost you for your meals for a day on the diner where you paid half price?

Mr. BURTON. Well, they averaged about 30 cents a meal.

Chairman WALSH. They averaged about 30 cents a meal?

Mr. BURTON. Yes, sir; if you were not very hungry; if you wanted to economize you could get along on 30 cents a meal.

Chairman WALSH. Could you approximate about how much it cost you a day, just as you ran, where you ate on the dining car?

Mr. BURTON. Well, between 90 cents and \$1.

Chairman WALSH. Between 90 cents and \$1 a day?

Mr. BURTON. Yes.

Chairman WALSH. Now, your pay, when you were running on a standard car, was \$27.50 a month?

Mr. BURTON. Yes.

Chairman WALSH. Now, we will take that C. & E. I. work, where you ran for two years; what would you say your tips would amount to?

Mr. BURTON. Well, that varied quite a bit. One week it would be pretty fair.

Chairman WALSH. When you would call it "pretty fair," what would it be?

Mr. BURTON. Well, if I made on a round trip, which took two days to make—if I made about \$4 or \$4.50, I had a good trip.

Chairman WALSH. About \$4 or \$4.50, you would call a pretty good trip?

Mr. BURTON. Yes.

Chairman WALSH. When it went down to what might be called a poor trip, what would it be?

Mr. BURTON. I have made as low as 50 cents, that is one way, when traffic was light.

Chairman WALSH. On that road, what would you call your very best?

Mr. BURTON. The very best we averaged about \$5 on the round trip, or \$6, possibly.

Chairman WALSH. During the time you ran upon that road—are you a married man?

Mr. BURTON. Yes, sir.

Chairman WALSH. Were you married when you were running on the Chicago & Eastern Illinois?

Mr. BURTON. Yes, sir.

Chairman WALSH. Have you any children?

Mr. BURTON. No, sir.

Chairman WALSH. Was there any time that you were running when your salary and tips were insufficient to live upon.

Mr. BURTON. Well, by economizing in the greatest way we could manage to get along.

Chairman WALSH. Did you ever receive a bonus of one month's extra salary for having a clear record?

Mr. BURTON. No, sir.

Chairman WALSH. Why not; what was your experience?

Mr. BURTON. There was always some little trouble that arose, mostly on account of sleeping. I was caught sleeping several times that I should not have been sleeping.

Chairman WALSH. Was that day or night?

Mr. BURTON. At night.

Chairman WALSH. Now, there is a book suspension, I believe, that deprives you of the bonus, that forfeits the bonus?

Mr. BURTON. Yes.

Chairman WALSH. Was that the offense for which you received book suspension, that caused you to lose the bonus? You say you did not get it once in six years.

Mr. BURTON. Sleeping was one of the offenses; if they caught you sleeping you got anywhere from 5 to 30 days, or something like that; besides, we were generally pulled off of the run and given a bad run, or probably run around extra for two or three months, or sent to the shops at Pullman, which only pays \$1 a day. We were sent to the shops for punishment for other offenses also; that is, the cars that needed repairs were sent there and we were supposed to stay on the car until it arrived at Pullman; it is sometimes a day and one-half or two days.

Chairman WALSH. What are you compensated for? What are you paid for doing that?

Mr. BURTON. About \$1 a day.

Chairman WALSH. About \$1 a day?

Mr. BURTON. Yes.

Chairman WALSH. In addition to your \$27.50?

Mr. BURTON. No, sir.

Chairman WALSH. Well, how frequently did that occur?

Mr. BURTON. Well, I made about five trips to the shop.

Chairman WALSH. What other offenses were you given book suspensions for?

Mr. BURTON. I do not recall any but sleeping, I was given punishment for.

Chairman WALSH. The record that you have to have, a clear record, is for the calendar year, from the first of one year to the first of the next year?

Mr. BURTON. Yes, sir.

Chairman WALSH. How far did you ever run through a year with a clear record before you had a book suspension?

Mr. BURTON. I don't remember that, either.

Chairman WALSH. You don't remember that?

Mr. BURTON. No; often we were given days and didn't know anything about it. That is the reason I don't know.

Commissioner AIGHTON. Just one or two questions, please. You say that you got a book suspension and were deprived of a bonus on account of sleeping?

Mr. BURTON. Yes.

Commissioner AIGHTON. That was sleeping at night, was it?

Mr. BURTON. Yes.

Commissioner AIGHTON. Every case was at night?

Mr. BURTON. Yes.

Commissioner AIGHTON. Sleeping in the smoking room?

Mr. BURTON. I was sleeping in section 1.

Commissioner AIGHTON. You were sleeping in the section?

Mr. BURTON. That was made down—made up, rather—just sitting in a seat; I was sitting in the seat with a blanket wrapped around me. At one time the steam was cut off; I had no steam at all, severe cold weather, and I took a blanket and wrapped it around me.

Commissioner AIGHTON. Were there passengers in the car at that time?

Mr. BURTON. Yes.

Commissioner AIGHTON. A conductor, did he have knowledge of that at that time, that you were asleep?

Mr. BURTON. I don't believe I had a conductor on that time. We missed connections and they put us on behind a mail train.

Commissioner AIGHTON. That is one of the cardinal offenses, is it not, of the Pullman Co., to sleep at night and leave the car unguarded?

Mr. BURTON. Yes.

Commissioner AIGHTON. I believe that is all.

Acting Chairman BALLARD. Any questions, Mr. Lennon?

Commissioner LEMON. No; I think not.

Commissioner GARRETSON. To get to the book suspensions, how many grounds are there for discharge?

Mr. BURTON. I didn't understand.

Commissioner GARRETSON. Does he destroy himself when he gets so many brownies under the bonus system?

Mr. BURTON. I couldn't say, exactly.

Commissioner GARRETSON. You don't know?

Mr. BURTON. No.

Commissioner GARRETSON. Is there any system of reduction by which you can wipe out brownies?

Mr. BURTON. Yes; there is, for the year.

Commissioner GARRETSON. If you go a year without any, it takes so many off your record?

Mr. BURTON. If you receive five days during the year I think it takes six months clear record to work that off, something of that sort, six months to work five days off. I am not sure whether it is six months or over, but something like that.

Commissioner GARRETSON. Out of the porters you know, how many of them got the bonus of a month's salary by having clear records, out of every hundred?

Mr. BURTON. I would say about one out of five.

Commissioner GARRETSON. About five?

Mr. BURTON. One out of five.

Commissioner GARRETSON. Oh, one out of five?

Mr. BURTON. Yes.

Commissioner GARRETSON. That is all.

Commissioner AISHTON. Just one other question in regard to that Denver run that you were on on the Rock Island road. I understand you to say that you had a lay-over in Denver of 12 hours, about; that you got in in the morning and left that night?

Mr. BURTON. That was on the two-night run?

Commissioner AISHTON. Yes.

Mr. BURTON. On the two-night run we arrived at 7.45 in the morning, I guess.

Commissioner AISHTON. You had to be in the car at 5 o'clock in the afternoon?

Mr. BURTON. About 5.30 or 6 o'clock, before the storeroom closes. We are not supposed to leave the car until it backs in the station in the morning.

Commissioner AISHTON. So there was about a 10-hour lay-over in Denver?

Mr. BURTON. Yes.

Commissioner AISHTON. When you reached Chicago, as I understand it, you got a lay-over of 36 hours; that is, you arrived here at 7.45 a. m. and left the next day following whatever time the train left?

Mr. BURTON. Yes, sir.

Commissioner AISHTON. As a matter of fact, if that lay-over had been divided a little more evenly, if you had had 24 hours in Denver and 24 hours here, it would not have been considered as desirable a run to porters? In other words, the sleeping-car employees, as well as the train employees, like to get all the lay-over possible at their homes?

Mr. BURTON. Yes.

Commissioner AISHTON. And are willing to take quite a short lay-over away from the home terminal?

Mr. BURTON. Yes, in a way; yes, sir; for one reason that is.

Commissioner AISHTON. And it reduces your expenses, of course?

Mr. BURTON. Reduces your expense, and your sleep at the other end is usually not so very comfortable.

Commissioner AISHTON. No; because it is daylight sleep?

Mr. BURTON. Daylight sleep and quite a bit of noise around, cleaning cars while we are sleeping in the car.

Commissioner AISHTON. And if you stayed there 24 hours you would get one full night's sleep?

Mr. BURTON. Yes.

Commissioner AISHTON. And that would not be so desirable as to get the entire lay-over at the home terminal?

Mr. BURTON. No, sir.

Commissioner AISHTON. That is all.

Acting Chairman BALLARD. I want to ask you a question. Referring once more to the collection of tips, this run from Chicago to Denver, was that considered a good run?

Mr. BURTON. The one-night train was considered a good run.

Acting Chairman BALLARD. And that is considered the best because you get more tips?

Mr. BURTON. Yes.

Acting Chairman BALLARD. Otherwise, the long run from here to Denver is considered a poor run, and the porters would rather not have runs of that character?

Mr. BURTON. I would rather have the one-night run.

Acting Chairman BALLARD. If a porter got pretty good tips, would he sometimes say to the conductor, "I made a good run this time," or "I am pretty well pleased on this run"?

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Mr. BURTON. Well, as a usual thing he would not say anything about it at all.
Acting Chairman BALLARD. Does not say much about it at all?

Mr. BURTON. No.

Acting Chairman BALLARD. You started in as a porter when you were 20 years old, as I understood you to say?

Mr. BURTON. About 21.

Acting Chairman BALLARD. About 21. And you were with the company about four years? After you had been with the company two years you got married?

Mr. BURTON. No, sir; I have been married seven years.

Acting Chairman BALLARD. You were married, then, when you went with the company?

Mr. BURTON. Yes.

Acting Chairman BALLARD. You were married before you went with the company?

Mr. BURTON. Yes.

Acting Chairman BALLARD. And since you left the company about three years ago, how many different positions have you been in?

Mr. BURTON. Two.

Acting Chairman BALLARD. Just been in two places?

Mr. BURTON. Yes.

Acting Chairman BALLARD. And you were working for a restaurant?

Mr. BURTON. Yes, sir.

Acting Chairman BALLARD. Do the restaurants pay larger wages than the Pullman Co. does?

Mr. BURTON. No.

Acting Chairman BALLARD. Don't pay as much?

Mr. BURTON. Oh, there is a better chance to get tips.

Acting Chairman BALLARD. There is a better chance to get tips?

Mr. BURTON. More tips.

Acting Chairman BALLARD. Then, it is customary for waiters of restaurants as well as the Pullman porters to rely largely on the tips?

Mr. BURTON. Yes.

Acting Chairman BALLARD. Did you, when you worked for the Pullman Co., did you belong to the union—the porters' union, or anything like that?

Mr. BURTON. I was partially connected with Mr. Bell.

Acting Chairman BALLARD. You were with him in helping him organize a union among the porters.

Mr. BURTON. Yes.

Acting Chairman BALLARD. And finally you think you were discharged on that account?

Mr. BURTON. No.

Acting Chairman BALLARD. That was not the reason.

Mr. BURTON. I wasn't discharged, in fact. I know that was not the reason. I quit voluntarily.

Commissioner AUSTON. He resigned.

Acting Chairman BALLARD. Are you still in the porters' union?

Mr. BURTON. No, sir.

Acting Chairman BALLARD. You are not in that at all.

Mr. BURTON. No, sir.

Acting Chairman BALLARD. There was something said yesterday about the question of extra blankets in the cars. Each berth in the car is provided with two blankets, and neither more nor less.

Mr. BURTON. Each berth, each single berth, is provided with a blanket.

Acting Chairman BALLARD. Do the porters have any extra blankets?

Mr. BURTON. Yes, sir; they have what they call the porter's blanket.

Acting Chairman BALLARD. How many blankets would each porter be supplied with?

Mr. BURTON. It is a double blanket.

Acting Chairman BALLARD. Just one.

Mr. BURTON. Yes.

Acting Chairman BALLARD. That is his own, to be used by himself?

Mr. BURTON. Yes.

Acting Chairman BALLARD. No extra blankets for passengers besides the two that go with each berth?

Mr. BURTON. When a passenger wishes an extra blanket, if there is a vacant berth anywhere a porter may allow him to use the blanket from that berth.

Acting Chairman BALLARD. That is all.

Commissioner Aishton. Mr. Burton, what proportion of the meals, take in your own case, what proportion of your meals would you eat in the dining car between here and Denver—all of them, or would you get some out at the various lunch counters along the line of the railroad?

Mr. BURTON. You are not allowed to leave the car that long to get anything from the lunch room.

Commissioner Aishton. As a matter of fact, there is some arrangement, is there not—I have seen it in traveling over the country—where porters do get meals from the lunch rooms and dining rooms along the line?

Mr. BURTON. On some of the longer runs where the trains have a schedule to stop, say, 20 minutes for the passengers to get out and eat at lunch rooms, then the porter may eat, but usually not. They do not stop at places long enough for you to eat.

Commissioner Aishton. On this Chicago to Denver run, for example, on the Rock Island Railroad, if you happened along at Peoria, Ill.—I think they have a lunch room there, have they not?

Mr. BURTON. Yes.

Commissioner Aishton. Isn't it customary for the lunch-room people and dining-room people to bring meals out to the porters?

Mr. BURTON. No, sir; never heard of it.

Commissioner Aishton. So that most of your meals are taken in the dining room.

Mr. BURTON. Yes; except some times in the—way late at night, along about 11 or 12 o'clock, I have known porters to jump off at stations like that and get a pail of coffee.

Commissioner Aishton. That is all, thank you.

Chairman WALSH. That is all. You may be excused.

At this point we will stand adjourned until 2 o'clock this afternoon.

(At 12:24 of this, Tuesday, April 6, 1915, a recess was taken until 2 p. m. at the same place.)

AFTER RECESS—2 P. M.

Chairman WALSH. Is Mr. Seawell in the room?

TESTIMONY OF MR. H. H. SEAWELL.

Chairman WALSH. What is your name, please?

Mr. SEAWELL. H. H. Seawell, S-e-a-w-e-l-l.

Chairman WALSH. What is your present business, Mr. Seawell?

Mr. SEAWELL. I am representing an eastern manufacturing concern.

Chairman WALSH. In Chicago?

Mr. SEAWELL. Yes, sir.

Chairman WALSH. Have you ever been a Pullman conductor?

Mr. SEAWELL. Yes, sir.

Chairman WALSH. When did you enter the service?

Mr. SEAWELL. In July, 1909.

Chairman WALSH. And when did you retire from the service?

Mr. SEAWELL. March, 1912.

Chairman WALSH. What salary did you receive when you entered the service?

Mr. SEAWELL. Seventy dollars.

Chairman WALSH. And when you left?

Mr. SEAWELL. Eighty-five dollars.

Chairman WALSH. Will you please state briefly what roads you ran over, between what points, during your service with the company?

Mr. SEAWELL. I ran over the C. & E. I. from Chicago to Jacksonville over the same road from Chicago to St. Louis; over the same road to Nashville, Tenn., and over the Pere Marquette to Traverse City, Mich.; the Rock Island to Denver; and over the Chicago Great Western to Des Moines.

Chairman WALSH. Now, will you please take up the first road, beginning with the first, and give us your experience as to the time you reported for duty, the hours you were on duty, the time you had for rest, and these other details that you have heard us ask of the other witnesses?

Mr. SEAWELL. Well, on the run between Chicago and Des Moines, the train left at 10:30; I reported for duty at 8 o'clock, and the train arrived in Des Moines the next day at 12:30. We left the same evening at 8:45 and arrived in Chicago at 9 o'clock the next morning. We were out that same night on the Pere Marquette from Chicago to Traverse City arrived in Traverse City the

next afternoon at 1 o'clock, leaving Traverse City the same day at 5, and arriving in Chicago the next morning at 6.50. We had—the lay-over was from 6.50 until 10.20 the next night, or rather 8 o'clock, when we reported for duty.

Chairman WALSH. What was the next run?

Mr. SEAWELL. Well, the next run was—in fact, I had several different runs. There was no particular run at that time; but the next run of any length of service was between Chicago and Jacksonville, Fla. That was a run that we reported for duty at 8 o'clock or 7.30—

Chairman WALSH (interrupting). P. m.?

Mr. SEAWELL. 7.30 p. m., the train leaving at 9.15, or 9.20, rather, and arriving at Jacksonville at 7.50 the second morning. We laid over in Jacksonville until that evening, reported for duty at 7.30, leaving at 8.20, and arrived at Chicago at 6.50 the second morning.

Chairman WALSH. What was your total mileage per month on that run, Mr. Seawell?

Mr. SEAWELL. I do not know. I can figure it very rapidly. [Witness figures.] About 10,580 miles.

Chairman WALSH. And during how long a period did you run over that line?

Mr. SEAWELL. I was on that line about a year and a half.

Chairman WALSH. What was your next line that you ran over for any extended period of time?

Mr. SEAWELL. I had a run for probably four months between Chicago and St. Louis on the C. & E. I., leaving Chicago at 11.50 and arriving in St. Louis at 7.50 the next morning; leaving St. Louis the same evening and arriving in Chicago at, I think it was 6.30 or 6.50; I am not just exactly familiar with the exact time at this moment. The mileage on that, the average mileage per month, was 13,728 miles. We ran six days a week and had a lay-over one night at home.

Chairman WALSH. Did you ever figure out what your living expenses were while you were on the road for the company?

Mr. SEAWELL. Yes, sir; I have tried to keep them down to the minimum, and the lowest I could live on on the road would be \$30 per month.

Chairman WALSH. Are you a married or single man?

Mr. SEAWELL. Married?

Chairman WALSH. Were you married during all the time you were a conductor for the company?

Mr. SEAWELL. Yes.

Chairman WALSH. And where was your residence?

Mr. SEAWELL. I was living in Woodlawn on Sixty-third Place, most of the time.

Chairman WALSH. Have you any children?

Mr. SEAWELL. Yes.

Chairman WALSH. How many?

Mr. SEAWELL. Two.

Chairman WALSH. You say it cost you \$30 a month to live while upon the road. What was your total earnings?

Mr. SEAWELL. Total earnings, the beginning of the service were \$70; leaving the service, \$85.

Chairman WALSH. Did you find your salary sufficient to support your family?

Mr. SEAWELL. Well, not to support them in luxury, or anything of the sort; but, of course, if a man had to live on his income he had to be economical as possible in his living.

Chairman WALSH. What was the cause of your discharge from the company—I understand you were discharged?

Mr. SEAWELL. Yes, sir. Well, that I don't know. The company never gives any reasons for discharging a man.

Chairman WALSH. Just send out a slip?

Mr. SEAWELL. Yes.

Chairman WALSH. Is it customary for the men to know what they are discharged for?

Mr. SEAWELL. No, sir.

Chairman WALSH. Do they ever inquire?

Mr. SEAWELL. Well, I did not, because I did not feel it worth while.

Chairman WALSH. What are the discharges usually made for, if you know?

Mr. SEAWELL. Well, they have offenses for which they discharge men.

Chairman WALSH. Well, what are the offenses that are deemed grave enough to cause a man's outright discharge in place of disciplining him?

Mr. SEAWELL. Well, dishonesty, insubordination, and immorality, practically the three principal reasons.

Chairman WALSH. Do the conductors receive any tips from passengers?

Mr. SEAWELL. No, sir.

Chairman WALSH. Is there any practice among the conductors, or have you observed any practice, by which they add to their earnings, as to their keep?

Mr. SEAWELL. Well, I have talked with several conductors and a great many of them do not feel that it is any dishonest act to hold out seat sales sufficient to pay their expenses.

Chairman WALSH. Well, you say you have talked to many conductors that admitted that they—

Mr. SEAWELL (interrupting). Admitted to me; yes, sir.

Chairman WALSH (continuing). Took seat fares from the company?

Mr. SEAWELL. Admitted to me; yes, sir.

Chairman WALSH. What is the supposition, if any, with respect to discharges for that practice?

Mr. SEAWELL. I do not just exactly get the drift of the question?

Chairman WALSH. Is there anything by which it is indicated to the man that he is charged with dishonesty when he is discharged?

Mr. SEAWELL. Well, the company, I do not think, would discharge a man for the first offense. They usually send for him and take the matter up with him, and if he continues the practice, why, they usually discharge him for that offense.

Chairman WALSH. So that when a man is charged with what in ordinary parlance is called "knocking down" fares, it has been the case that they have sent for him and discussed the matter with him?

Mr. SEAWELL. I have known it to be a fact; yes, sir.

Chairman WALSH. In your opinion, does that practice exist to any very great extent in the Pullman-car service?

Mr. SEAWELL. In my talk with a number of conductors that I have had, I think it does; yes.

Chairman WALSH. Does that require the use of the porters as accomplices?

Mr. SEAWELL. Not always; no.

Chairman WALSH. Well, I do not understand; why should not the porter know that such a thing was done, if it was done?

Mr. SEAWELL. Well, there are a good many ways, probably, that a conductor could do that without the porter being in connection with it.

Chairman WALSH. In what ways, for instance?

Mr. SEAWELL. Well, a passenger can board a train at a given point, and he can leave his grips and effects in one car and be seated in the observation car; the conductor does not necessarily have to check him up in the car in which he leaves his grips; that is supposed to be the car he is checked up in.

Chairman WALSH. How long since you terminated your employment with this company?

Mr. SEAWELL. In March, 1912.

Chairman WALSH. During the time you were with the company what would you say as to the feeling of the employees toward the company? Were they satisfied, as a rule, or dissatisfied?

Mr. SEAWELL. As a rule they were dissatisfied.

Chairman WALSH. Of what did they complain?

Mr. SEAWELL. Of their meager salaries and hours and working conditions.

Chairman WALSH. Did you have anything to do with any of the organizations that were gotten up on the road?

Mr. SEAWELL. No, sir.

Chairman WALSH. Did you join in a petition at any time for an increase in pay or change in working conditions?

Mr. SEAWELL. Yes, sir.

Chairman WALSH. How was that petition gotten up?

Mr. SEAWELL. Well, I can not give you the exact wording of it; the petition was read yesterday.

Chairman WALSH. Yes, but what action was taken by the employees to get the petitions out and get them to the company?

Mr. SEAWELL. The petition was left in the conductors' rooms at different terminals or division points and the conductors signed it, and I know, in the district I was working out of, we tried to get a delegation of two or three conductors to take it and present it to the district superintendent, but I don't believe anyone had nerve enough, and so they mailed it in.

Chairman WALSH. Was there any concerted action among the employees to get up these petitions?

Mr. SEAWELL. Yes, sir; they would talk about it.

Chairman WALSH. How would they get together on it. Did they do it by correspondence or holding meetings or how?

Mr. SEAWELL. These petitions were circulated in each district.

Chairman WALSH. Did each district have a representative, or how did they get into concert of action?

Mr. SEAWELL. They simply left it lay on the table where the order books were.

Chairman WALSH. Was there an agreement between a certain number of them that they should be laid on the table, a certain number of those petitions?

Mr. SEAWELL. I don't know.

Chairman WALSH. If there was any such concert of action, were you among those that took such action?

Mr. SEAWELL. No.

Chairman WALSH. You never belonged to any such organization?

Mr. SEAWELL. No; the organization was started, I believe, just prior to my leaving the service.

Chairman WALSH. Did you make any appeal to the company as to the cause of your discharge?

Mr. SEAWELL. No.

Chairman WALSH. Do you know of other conductors having done so?

Mr. SEAWELL. Yes, sir.

Chairman WALSH. Did they get any result?

Mr. SEAWELL. Yes, sir; I know of some that have been reinstated.

Chairman WALSH. Who took an appeal to higher officers and received a hearing and were reinstated?

Mr. SEAWELL. Yes, sir.

Chairman WALSH. But you did not see fit to do that?

Mr. SEAWELL. No, sir.

Chairman WALSH. Commissioner Ballard would like to ask you a question.

Commissioner BALLARD. When you spoke of this knocking down of fares and that the porter would not know of it, would the passenger know if the money he paid to the conductor was not turned into the company? Would the passenger know when a conductor held out the money?

Mr. SEAWELL. He probably would if he cared to consider the matter; if the conductor did not give him a check for it and he thought anything of it, he would probably know.

Commissioner BALLARD. The conductor does give you a little check that he punches?

Mr. SEAWELL. Yes, sir.

Commissioner BALLARD. And if the conductor intended to hold out the money the passenger paid him, he would not give him a check?

Mr. SEAWELL. No, sir.

Commissioner BALLARD. And the passenger would know that the conductor was keeping the money?

Mr. SEAWELL. Evidently; yes, sir.

Commissioner BALLARD. And he might care or might not care?

Mr. SEAWELL. He might or might not.

Commissioner BALLARD. As I gathered from what you said, your expenses on the road were about \$30 a month; that included your meals and sometimes a suit or two extra?

Mr. SEAWELL. No; that was just bare living expenses; you see, on long runs, say, for instance, between Chicago and Jacksonville, the conductor had to take nine meals away from home, because he was on the road two days, or three days practically—three days and two nights; one day on the road going, one day in Jacksonville, and one on the road returning to Chicago.

Commissioner BALLARD. And you charge a dollar a day for that in the expense?

Mr. SEAWELL. Well, it will cost you \$1 a day.

Commissioner BALLARD. On a \$75 salary that would leave \$45 for the man's family to live and pay house rent and—

Mr. SEAWELL (Interrupting). Yes, sir.

Commissioner BALLARD. That is all, Mr. Chairman.

Chairman WALSH. Commissioner Garretson would like to ask you a question.

Commissioner GARRETSON. So could a Pullman conductor pinch anything bigger than a seat fare without collusion with the porter?

Mr. SEAWELL. No, sir; he could not.

Commissioner GARRETSON. His remittances would have to equal the diagram sheet and the porter's berth checks?

Mr. SEAWELL. Yes, sir.

Commissioner GARRETSON. The only possible way, then, that he could put it over the porter would be to report, of course, on a pass that he knew the number for and thought it was not in use that day?

Mr. SEAWELL. He could do it that way; yes; but I don't think he would take the chance; but on the other hand, the porter can put it over the conductor, and often does.

Commissioner GARRETSON. How so?

Mr. SEAWELL. Well, the passenger boarding a train late at night, and the conductor not checking up his train the next morning, and the porter collects the money and fails to turn it over to the conductor.

Commissioner GARRETSON. But the porter could not do that if the conductor checked the people close, unless the passenger got off within the period of a couple or three hours?

Mr. SEAWELL. No; not if the conductor checked his train closely; but that is not always convenient to be done, especially a train arriving in the terminal early in the morning.

Commissioner GARRETSON. Well, the conductor is supposed to be asleep only from 2 or 3 o'clock—

Mr. SEAWELL (interrupting). Yes; 3 o'clock; and he rises at 7.

Commissioner GARRETSON. The only way to make that trick successfully, the passenger would have to get on after he went to sleep and get off before he woke up?

Mr. SEAWELL. Yes, sir.

Commissioner AIGHTON. Mr. Chairman, may I ask a question?

Chairman WALSH. You may proceed.

Commissioner AIGHTON. Mr. Seawell, you have been in a commercial business since March, 1912?

Mr. SEAWELL. Yes, sir.

Commissioner AIGHTON. So your knowledge of runs and lay-overs and conditions of runs and conditions of employment in the Pullman service are more by hearsay than by actual knowledge at the present time?

Mr. SEAWELL. I am speaking of the time when I was in the service.

Commissioner AIGHTON. There have been changes of conditions from 1909 to 1912?

Mr. SEAWELL. Yes, sir.

Commissioner AIGHTON. Thank you, that is all, sir.

Chairman WALSH. Mr. Bourke.

TESTIMONY OF MR. JOHN T. BOURKE.

Chairman WALSH. Your name, please?

Mr. BOURKE. John T. Bourke.

Chairman WALSH. What is your present occupation?

Mr. BOURKE. I am employed at the Northwestern Terminal in Chicago as gateman.

Chairman WALSH. As what?

Mr. BOURKE. Northwestern Terminal in Chicago as gateman.

Chairman WALSH. Have you ever been in the employ of the Pullman Co.?

Mr. BOURKE. Yes, sir.

Chairman WALSH. In what capacity?

Mr. BOURKE. I operated as a Pullman conductor.

Chairman WALSH. When did you enter the service?

Mr. BOURKE. In October, 1908.

Chairman WALSH. And when did you retire from the service?

Mr. BOURKE. August, 1913.

Chairman WALSH. Now, while you were conductor, what runs did you have, please, Mr. Bourke? Pick out, if you can, runs upon which you were engaged for some little time.

Mr. BOURKE. Well, I have really only operated on three runs during the time I was in the service. One of those runs, and the first one after I had served

my time as extra, which took, I imagine, to the best of my recollection, about two or two and a half months—I was placed then on a run on the Northwestern from Chicago to Rapids City. We left Chicago at 7.45 in the evening, arrived at Rapids City the second morning at 8 o'clock, or thereabouts; left the same evening at 8.15 and arrived in Chicago the second morning following around 7.50 or 8 o'clock; went out again the second night, laid over that day and that evening, and out again the next night, and reported at 5.30 or 6 o'clock.

Chairman WALSH. Now, follow out the runs that you had in the same way, if you please.

Mr. BOURKE. After I left that run—I was taken from that run and placed on the Burlington 5 and 12 as what is termed a relief run. It operates between Chicago and Lincoln, and between Chicago and Minneapolis. Burlington 5 and 12 and Burlington 47 and 48. Burlington 5 and 12, or Burlington 5, leaves Chicago at 6 o'clock in the evening and arrives at Lincoln 10.10 the following morning; leaving Lincoln 4.15 of the afternoon of the same day, arrive in Chicago at 8.07 the following morning. Go out that same afternoon to Minneapolis, reporting about 5 o'clock and leaving at 6.45, arrive at Minneapolis the following morning at 8 o'clock; leave Minneapolis that same evening at 7.45, arrive in Chicago at 9 o'clock the following morning—four nights on the road—and then I laid off that day and that night until 5 o'clock the next day, when I reported for Burlington 5.

After I served on the relief run for some time—I don't recall for just how long—I was given the Chicago-Lincoln run and it was called my regular line. I reported on that line—that was without making the trip to Minneapolis then. There was another relief man placed as I was doing and two conductors, myself and another. We operated the line between Chicago and Lincoln, I imagine, about a year or a year and a half. Finally they took me from that run and placed me in line 100—that is, Chicago to Denver, Burlington train No. 1, leaving Chicago at 5 o'clock in the evening—reporting to the yards about 4 o'clock, leaving Chicago at 5 o'clock in the evening, arriving at Denver at 7.30 the following evening. Laid over in Denver until 4.15 the following afternoon, arriving in Chicago at 9 o'clock the next night; lay over in Chicago that night, the next day, the next night, until 5 o'clock in the evening of the second day of my arrival; and that is the run I was operating on at the time I resigned my position.

Chairman WALSH. I wish you would go back over those runs, if you can, and give the hours of sleep while actually upon the road that the conductor and porter had?

Mr. BOURKE. On the Chicago to Rapids City run the porter retired—one car on the run, one sleeping car, that is, that went through to Rapids City; one that cut off at Winona, if my memory serves me right—it was Rochester, pardon me—and the porter on the Rochester car went to bed the first night out of Chicago. The porter on the Rapids City car remained up; he went to bed the second night at 10 o'clock; was called at 3, when I retired; I slept until 7 o'clock in the morning. Coming back from Rapids City the porter retired at 10 o'clock. There was a change of time at Pierre, S. Dak., which very often threw either one of us out of an hour's sleep. The change of time—I have forgotten now whether it is an hour closer or an hour the other side of it; but anyhow, I went to bed at Pierre, leaving Pierre at 2.50 in the morning—3 o'clock, rather. We arrived there at 2.50 and left there at 3, and I slept until 7 in the morning.

On the Lincoln run, Chicago to Lincoln, the porter on the car—there were three cars operating on the line; one car was cut off at Omaha, the other two cars went on to Lincoln. The porter on the Omaha car remained up all night, and the porter on car 2, which went to Lincoln, remained on watch all night, and the porter on car 1, which went to Lincoln, retired at 10 o'clock—10.30, rather—and was up at 3, when I retired. I had to get up at 7 then. Slept from 3 to 7. Coming back from Lincoln the porter on the Omaha car had to remain awake all night again, and the porter on car 2, who remained on watch the night previous going out, retired that night, while the porter on car 1 remained on watch. While the porter is in bed the conductor is expected to stand watch in the car in which the porter is asleep.

On the Chicago to Denver run two cars went through from Chicago to Denver, and the porter on car 1 went to sleep, and the porter on car 2 remained on watch all night. Returning we had a car 3 which was taken from Denver to Omaha and cut off at Omaha. That porter went to sleep. The porters on

the other two cars remained on watch. The conductor retired at 3 o'clock in the morning, and up at 7 in the morning.

Chairman WALSH. Are you single or married?

Mr. BOURKE. I am married, sir.

Chairman WALSH. Were you married while you were in the service?

Mr. BOURKE. I got married shortly before leaving the service—six months.

Chairman WALSH. How long were you in the service altogether?

Mr. BOURKE. Four years and ten months; from October, 1908, until August, 1913.

Chairman WALSH. Did you ever receive an extra month's salary, paid as a bonus for a clear record?

Mr. BOURKE. Yes, sir; I did.

Chairman WALSH. How many times?

Mr. BOURKE. I received it each time I was eligible to it.

Chairman WALSH. How many years was that?

Mr. BOURKE. That would be four times.

Chairman WALSH. What opportunities were there during the time you were on there; were there charges made at various times by inspectors and special agents against you?

Mr. BOURKE. There were a few of them; I was called in and interviewed.

Chairman WALSH. What opportunity was given employees to explain the charges made against them by special agents and inspectors?

Mr. BOURKE. Well, the opportunity was given at the time. They were notified. We would report into the conductors' room, and our names would be on a regular paper for that purpose. We were to report into the office, or whoever it was that we were to report to, and we had a spotter's report, for instance, against us, dating back possibly a month or possibly six weeks, a little too long to recall just what particular trip; have no way of knowing who the spotter would be; whether it would be a passenger's report—it might sometimes be a passenger's report. It was not always a spotter's report; it might be an inspector's report. The inspectors' reports were always made quicker than the spotters' reports, as was my case for the times I was called in on the spotter's report. There were not many. I do not recall just how many times, but there were at least three or four. And as a general rule I had a pretty fair report, but there was always an "if" or "but" there that had to finish up the spotter's report—in my estimation, in order to satisfy the company that he has really done his work. Everything would be satisfactory, the porter's work was satisfactory, or the linen and the clothes of both conductors and porters were in satisfactory condition, but the porter putting his foot on a berth while shoving up an upper berth, a matter of that kind would always kill a report. I might not be in the car at the time. Perhaps the porter did it, and perhaps the porter did not do it.

Chairman WALSH. Were those incidents which you say did not come to your notice until such a date that it was difficult for you to figure out the trip, so that you could not make response to it?

Mr. BOURKE. The date of the trip was always given in this report; he would give the report about the trip the time he made the report.

Chairman WALSH. But you were not notified of that?

Mr. BOURKE. No, sir; not until later.

Chairman WALSH. Until it was so late it was sometimes difficult to figure out in your own mind just what the occurrences were?

Mr. BOURKE. Yes, sir.

Chairman WALSH. What salaries did you receive during the time you were running?

Mr. BOURKE. I started in—I have been trying to recall it since they got to talking over the money and salary part yesterday, since yesterday, and I think when I entered the service the conductor starting out was paid \$65 a month; increased after six months to \$70 and after a year to \$75. Then there was a raise in 1911, I think it was, where there was a \$5 raise given. I am not sure about that. I am not positive whether I started out at \$65 or at \$70, but I imagine from my figures, from the way I figure in my mind, I started in at \$65 when I went in; I figured so it would bring me my salary when I was quitting at \$85, eligible in two months longer to \$90.

Chairman WALSH. During the time you were running, Mr. Bourke, what did you observe, if anything, as to the general feeling of the employees toward the company and its higher officials and as to their satisfaction and dissatisfaction with wages and the conditions of their labor?

Mr. BOURKE. Well, you could hardly go into the conductor's room on any trip, off of a trip, or going out on a trip, that there was not some discussion with reference to the working conditions, the salary paid, and it was always thought to be an opportunity to better those conditions by taking it up in the way of petition in an organization. That was talked about just prior to—the organization was talked about just prior to my leaving the service. Previous to that time there was some—not all of the men, but some of them were dissatisfied about the working conditions, the hours, and the rest; a good many were satisfied—

Chairman WALSH. You say that was general or sporadic?

Mr. BOURKE. Why, I would say it was hard to say one way or the other, when you judge of all the men according to what were in the district office. I never came in contact with many of those talks of that kind, or listening to it, only those who were in our own district.

Chairman WALSH. Were you engaged in any efforts to organize among the employees?

Mr. BOURKE. No, sir.

Chairman WALSH. Did you sign any petition at any time to the company asking for an increase in wages or change in working conditions?

Mr. BOURKE. Yes, sir.

Chairman WALSH. What was the occasion of that, and how did you do it?

Mr. BOURKE. The petition would be hanging, as it was in our district, it would be hanging up against the wall under the relief notice—the notice of the relief runs—hung on a nail there, asking—the petition simply set forth, as you read yesterday. That was pretty nearly the wording of three petitions that I remember to have signed. I have seen the same petition that I saw in our district office, the petition I saw afterwards in Minneapolis, after it had served its usefulness—no; I have this reversed. I saw the petition in Minneapolis, and signed it in Minneapolis, and later on I found the same petition hanging in the district office in Chicago, or the conductor's office in Chicago; it was the same petition.

Chairman WALSH. Could you give us an idea as to the number of signatures that were on the petition, comparatively—that is, as to the total number of conductors?

Mr. BOURKE. I should judge the petition, as near as I can remember, it would hold about 40 lines, and there must have been at least three or four pages at the time that we were operating out of the Chicago western-district office.

Chairman WALSH. How did the number of signatures stand in proportion to the number of employees, would you say?

Mr. BOURKE. Why, I should say it ought to stand at least 65 to 70 per cent.

Chairman WALSH. Did the petition entirely express your views and desires?

Mr. BOURKE. It did; yes, sir.

Chairman WALSH. Did you sign it at the request of any person else, or to your knowledge did any influence come from the outside or from the company, or was it the conductors themselves?

Mr. BOURKE. No, sir; I signed it of my own free will.

Chairman WALSH. Anyone promoting it, that you knew?

Mr. BOURKE. No, sir.

Chairman WALSH. What would you say were your expenses while on the road?

Mr. BOURKE. I endeavored to curtail my expenses as much as I possibly could. I carried a lunch a long time, provided myself with a thermos bottle, and in that way kept down considerable of my expense. I ate as sparingly as I could in the diner; that is, as far as meals were concerned, going into them. I very seldom ate a meal in the diner while on the Chicago-Lincoln run. And on the Minneapolis run I didn't eat a meal going up on that run oftener than on the Lincoln run, because I had an opportunity at Mendota to supply myself with whatever I had not taken from home, while on the Denver run I found it a little harder to do that on account of the run being longer. I could supply myself with enough—I used to leave Chicago, have a good dinner at home—leave Chicago and eat my lunch that I had brought with me to take the place of my supper, and in the morning at Omaha get a cup of coffee and rolls and let it hold me until dinner time. Then I would eat my meals in the diner—eat my dinner in the diner.

Chairman WALSH. Were you a resident of the city of Chicago during all the time you were with the company?

Mr. BOURKE. Until the last three months that I was with the company. Then I lived in Lake Bluff, Ill.

Chairman WALSH. Could you give the commission some idea as to the living expenses of a man situated as you are, doing the work that you were doing, who was married? Give us an idea of the rent, the grocery bill, clothing for a couple, and the expenses on the road, living in an ordinary way that a conductor lives.

Mr. BOURKE. Well, for the last six months I was in the Pullman service I was married, and I endeavored then to curtail my expense the same as I had done previous to my becoming married. I can safely say that on the run that I was on, from Chicago to Denver and return—I had no expense at Denver outside of my meals. I stopped at the Metropole Hotel there, which gave me a room.

Chairman WALSH. Free?

Mr. BOURKE. Yes.

Chairman WALSH. Right at that point, why did the Metropole give you a room free?

Mr. BOURKE. Because I went to them and inquired.

Chairman WALSH. Well, I understand they give it to all Pullman conductors free; is that the idea?

Mr. BOURKE. This hotel didn't.

Chairman WALSH. You have no special arrangement with them—some special reason?

Mr. BOURKE. I was referred to them by a conductor who was on the run previous to me.

Chairman WALSH. Do they expect any return for that courtesy?

Mr. BOURKE. They never inquired for it; never asked me for it at all.

Chairman WALSH. Well, did they expect any return for that courtesy?

Mr. BOURKE. They never inquired for it; they never asked me for it at all.

Chairman WALSH. And the rules of the company forbade you to suggest to travelers their going to any particular hotel?

Mr. BOURKE. According to the rules; yes, sir.

Chairman WALSH. Is that rule generally observed by the employees?

Mr. BOURKE. Well, I don't know. I did not observe the rule altogether, for the simple reason that I knew where I was referring anybody to; I knew what the Metropole Hotel was, because I stopped there, and knew it was as good a hotel as any in Denver, outside of the Brown Palace, and I could simply send anybody there and not feel in the least afraid they would not receive the proper sort of treatment.

Chairman WALSH. So the hotel really extends the courtesy in the belief that the conductors will reciprocate, and, as a matter of fact, they do reciprocate?

Mr. BOURKE. Yes, sir; and if I was running a hotel I would be very pleased to take that man.

Chairman WALSH. Now, if you will just resume where I interrupted you and see if you can give me just what it cost to live?

Mr. BOURKE. I figured that my expenses between Chicago and Denver, taking in Denver all day while I was there—my meals in Denver and my meals I ate in the dining cars—I feel it would be around \$3 or \$3.50 a round trip.

Chairman WALSH. And how many trips per month?

Mr. BOURKE. Six trips per month. That would be around \$30—or rather, I would say, \$20; I think \$20 would probably cover it. I was paying \$33 a month rent while in Chicago and that left me a balance between \$33—well, my grocery bill always came close to around \$20 and we tried to eat as economically as we could.

Chairman WALSH. Did that \$33 include light and heat?

Mr. BOURKE. It did not include light, but did heat.

Chairman WALSH. What did your light cost you?

Mr. BOURKE. The light cost me around \$2 a month.

Chairman WALSH. How much?

Mr. BOURKE. About \$2 a month—that is, light and cooking by gas.

Chairman WALSH. Do you carry insurance?

Mr. BOURKE. I do.

Chairman WALSH. What sort of insurance do you carry?

Mr. BOURKE. Fraternal insurance.

Chairman WALSH. To what extent are you insured?

Mr. BOURKE. Well, I am insured in—

Chairman WALSH (interrupting). I mean in what amount?

Mr. BOURKE. Well, I am insured for about \$2,500.

Chairman WALSH. Life or accident insurance?

Mr. BOURKE. I carry no accident insurance.

Chairman WALSH. You carry no accident insurance?

Mr. BOURKE. No, sir.

Chairman WALSH. What would your insurance cost you per month?

Mr. BOURKE. It would cost me about \$50 a year.

Chairman WALSH. About \$4 per month?

Mr. BOURKE. Yes, sir.

Chairman WALSH. Did you pay dues to any religious organization or anything of that sort?

Mr. BOURKE. Well, I paid no dues of any kind.

Chairman WALSH. Well, did you contribute for religious purposes?

Mr. BOURKE. Yes, sir.

Chairman WALSH. About how much per month?

Mr. BOURKE. At certain times of the year a little more than at others—that is, such as the season just passed.

Chairman WALSH. How would it run by the year, would you say \$10 a year?

Mr. BOURKE. Yes; say about \$10 would be the average.

Chairman WALSH. About a dollar a month; and laundry, did you have any bills for that?

Mr. BOURKE. I can not estimate that; I usually let that go to my wife; I don't know about what it would be.

Chairman WALSH. Did you have any work done by the laundry outside?

Mr. BOURKE. No, sir.

Chairman WALSH. Did you ever keep house?

Mr. BOURKE. Yes, sir.

Chairman WALSH. But you did not keep help?

Mr. BOURKE. No, sir.

Chairman WALSH. You were fortunate, both you and your wife, in having good health?

Mr. BOURKE. Yes, sir; thank God.

Chairman WALSH. Did you ever go to the theaters or picture shows?

Mr. BOURKE. Very little; we did not have any time to do that.

Chairman WALSH. Any amusements of any kind, such as dances or anything of that sort?

Mr. BOURKE. Yes, sir; we would usually take in any socials or card parties or things of that kind around the neighborhood—with my mother and father—in the place I was raised, around in that neighborhood.

Chairman WALSH. Did you have any other property or source of income than your salary as a Pullman conductor?

Mr. BOURKE. No, sir.

Chairman WALSH. If my figures are correct—if I have computed it correctly and you have given the correct figures—these expenses amount to \$80 a month, and there is no clothing included.

Mr. BOURKE. I was fortunate enough to save up considerable before I got married, and I was very lucky to be able to hold considerable up to a short time ago, but it is gradually commencing to dwindle down now.

Chairman WALSH. So, after your marriage, your expenses for yourself and wife, your ordinary expenses without amusements, amount to \$80 a month?

Mr. BOURKE. Pretty close to that.

Chairman WALSH. And that only leaves \$5 a month for clothing for both of you?

Mr. BOURKE. We were never able to save anything in Chicago and that is why I moved out to Lake Bluff.

Chairman WALSH. What rent did you have to pay at Lake Bluff?

Mr. BOURKE. None, because I owned the place. I am living back now in Chicago. We have left there, but are going back this spring for that same reason, because we have not been able to put a cent aside.

Chairman WALSH. How is it with the conductors generally who are on the Pullmans; do they own property outside, or how do they make ends meet, if they have the same general expenses that you have? Do you know; do you hear it discussed?

Mr. BOURKE. No, sir; I do not.

Chairman WALSH. Did you leave the service or were you discharged from the service?

Mr. BOURKE. I resigned from the service, owing to a little trouble which was the direct result of my resigning. It came up shortly before I did resign.

Chairman WALSH. Did it have to do with the discipline of the company or the conduct of the company toward its men?

Mr. BOURKE. No, sir; it did not—that is, the real, direct result of my leaving did—yes.

Chairman WALSH. That is, it was on account of the way that you felt that the men generally were treated?

Mr. BOURKE. Well, my particular case, Mr. Chairman, would not call for—

Chairman WALSH (interrupting). Is it true that you resigned from the company because action was taken in a matter that affected you, that you thought reflected upon your own manhood and that they would not stand up for?

Mr. BOURKE. Yes, sir.

Chairman WALSH. As briefly as you can, please, detail the circumstances.

Mr. BOURKE. Yes, sir. Leaving Denver on May 24, 1913, the train conductor and myself repaired through the train to take up the regular tickets, as we had always done, or as we did all the time out of Denver. When we arrived at section 9 in car 2 a lady that I should imagine would be around 35 or 40 years old, accompanied by a young lady around about 18 or 19 years of age, were sitting in section 9 in car number 2. The train tickets—transportation, rather—called for Denver to Omaha and the sleeping-car ticket called for Denver to Lincoln, which rate is \$3, and the transportation called for Denver to Omaha, which rate in the sleeping car would be \$3.50, showing a shortage of 50 cents on the difference in the two points, Lincoln to Omaha. The train arrived at Lincoln at 5.15 in the morning and passengers that did not go beyond Lincoln were expected to be called to get out of the car at Lincoln, according to the ruling. If they were going to Omaha they should have bought a ticket for \$3.50. I inquired if she wished to be called at Lincoln, and she said, "No, sir; I don't." I said, "You only bought your ticket to Lincoln." And she said, "That is all the ticket agent could sell me," notwithstanding the fact that he had sold seven or eight other passengers in the car tickets from Denver to Omaha. I told her that unless she paid the 50 cents difference between Lincoln and Omaha she would be called at 4.30 or a quarter to 5, in order to leave the car at 5.15, the time we were due at Lincoln and at which time her berth was supposed to expire. This she refused to do and said she would straighten out matters with the porter, and I told the lady I was the one to straighten the matter out with, and I would have to have it done before she retired. The woman absolutely refused to pay me 50 cents, and I refused to continue the conversation with her any longer and gave the porter his call card to call her at 4.30.

When we got to Fort Morgan, about an hour's run out of Denver, leaving Denver at 4.15 and arriving at Fort Morgan at about 5.15, at that point the Chicago train passed the train coming from Denver. As a general rule, we would exchange papers. The conductor leaving Chicago the night previous would bring the papers of the night previous, and I would have the Denver papers to throw to him, and he would give me the Chicago papers. I was on No. 6, and while waiting for No. 1 to pass me and get those papers I had the vestibule open. It was one of the new steel cars with a high platform, and I was waiting outside for the other car to pass with my arm outside to get the papers, usually tied with a rope, and catch them.

The same young lady that was with the elderly lady, or the woman 35 or 40 years old, came out and stood in the vestibule and asked me if I was acquainted with so and so, running out of Omaha—five or six conductors whose names I can not now recall, but their names are on the statement I made the day after I returned to Chicago. She asked me if I knew those conductors, two or three of whom I did know on account of running from Lincoln to Omaha a few years before that. The others I did not know. The conversation continued with reference to those conductors for a few minutes, and soon the train passed, and I got my papers and went into the room in the car and sat down and read some of my papers and did part of my work. I had a full car, and all berths were taken. All but one room was the only space open. After I got through looking over the papers, sketching through, the young lady and the other lady I imagine had gone to the diner or observation car—I don't know where, but that is where I imagine they had gone to. But I always had, since I first went into the Pullman service, a feeling of not wanting to sit in a section which had been sold or occupied, and that is one thing that I carried out from the time I first got into a little trouble on account of it. Where a space is sold or occupied I never sit down to do my work in that section, simply because of a comb or a hat pin that was lost on one of the Rapids City trips, and a lady made the remark the

following morning: "The conductor sat here doing his work." For that reason I never after that sat in a section and did my work where the space was sold. If I had no vacant space in the berth section through the car, I would repair to a room, and the company extended the privilege of leaving the door open when we were unable to find other space to do our work, as I did in this case.

After a short time—I can not recall how long; it was still daylight—I went into the compartment to do my work in there—to write up my diagram of three loaded cars. When I went into the compartment I sat, as near as I can explain, this way. The window is in that direction [indicating], and my equipment case comes here [indicating], and I sat on this side of the compartment [indicating]. There is a similar seat directly opposite, and the door of the compartment entering in is on the aisle outside and to my back. The next time I saw the young lady my attention was called to her as she was standing at the door with a remark about Pullman conductors she knew and putting her hand against the jamb of the door in that manner [indicating]. I occasionally turned and talked to her and continued to do my work, at the same time remaining as I was, with my back to the door. Finally she came in and sat on the arm rest of the seat opposite me—not in the seat proper, but on the arm rest of the seat. Something drew my attention to the door being closed. Whether I noticed it out of the corner of my eye or some sound attracted my attention to it, I can not recall, but the minute I realized that the door was closed I spoke to the young lady and said: "Did you close that door, lady?" And she said: "No; I did not." I said: "This is not a very nice thing to be in here with you." She said: "I told my friend I was coming to talk to you." That is the first time I knew that the woman with her was not the girl's mother. I immediately got up and opened the door, and as I opened the door the other woman was standing outside the door, and she remarked to me: "What are you doing with this girl in this room?" The young lady said: "He is not doing anything to me; you mind your own business," or words to that effect. I do not recall the exact words, but it was something similar to that. It is in my statement, and anything that is not word for word now is as near as I can possibly remember it after two years' time.

The young lady had not been in the room from the time that I turned and saw her when she resumed the conversation with reference to the Pullman conductors with whom she and the other lady were acquainted—from the time I turned and saw her hand against the jamb of the door until I opened the door fully five minutes had not elapsed; at least I am going—that is a large estimate, I think, as near as my memory recalls—five minutes. I don't think—it was not more than five minutes anyhow. The moment I realized how things were, it was a rather embarrassing position; but I never did think for a second what it might culminate in at all. If I had I would have stood right there and demanded a further explanation at the time; but as it was it was a rather embarrassing position for both me and the young lady to be placed in. There were no other witnesses outside of the door; that is, the woman was alone out there. I went back into the observation car sort of bewildered; did not know just what to do. My work was still uncompleted, because I had left right in the middle of my work and I came back into the car, and when I came back into the car the young lady and the other lady were sitting in the section, and when I stepped up to them to speak to them she, the older woman, said she did not care to talk to me. And so after that I thought it all over during the night; the young lady went to bed, and she, the older woman, went through the train back and forth a good many times, and the young lady went to bed early and she, the other woman, retired, I should judge, around half past 10 or 11 o'clock. Well, in order to get a chance to talk to the woman and make further and better explanation of conditions in the morning I told the porter to allow them to continue on to Omaha, so I would have an opportunity after she slept it over that night—I thought probably she would not be so excited and probably would be able to give me a hearing and allow me to make an explanation. So I saw her in the morning. We carried them on to Omaha, and I asked her if she would not kindly listen to a little explanation. I can not recall, as I say, some of the things that appeared in my statement at the time, but the woman retallated with a remark that was anything but what should come from a lady, and I saw there was no use to talk the matter over, and let it go; and she got off at Omaha.

A good many of the passengers got off at Lincoln and some of the rest at Omaha, and there were a few of the passengers continued on to Chicago and we picked up more. When I got to Chicago that night I had my expectations—

the woman said she was going to report me, and so I had my expectations of what were to happen. And when I got to Chicago that night I was told to report to the district superintendent in the morning. When I got down town in the morning I made out a statement of what had occurred, in the district superintendent's office, and he referred me to the general office. I went over there and saw Mr. Williams, Mr. J. A. Davis's assistant. I then made a statement of the facts as they were clear in my mind at that time, and, if I remember right, swore to it, or at least it was sworn to and was taken down in shorthand. From that time until three or four days later, when the papers preferring the charges came from Omaha, I heard nothing more. Mr. Waite kindly arranged to keep me working all the time. I was sent up in the fishing country, on a North Western Railroad train, and was kept out of town, and when I got to Chicago the first night, having in my mind, I repaired home that evening and told my wife and told my father and mother just what had happened—went through the whole thing with them and had nothing to hold back. I did not feel I was guilty—knew I was not guilty, and felt I had nothing to hold back from them.

They sent me up through the fishing country, up on the North Western, for a few days, and when I returned I went over to the office and the charges were read to me. Well, from the time the charges were read to me until I left the Pullman service, possibly three or four months after, I was practically a physical wreck, because the charges were preposterous. They were charges that if I was guilty of the charges, instead of being here I ought to be in jail. Under the conditions that I was placed at that time I want to show you where a man would be foolish, where I would be foolish, to take the deliberate chance of those charges being proclaimed, and if they are here I hope they will be read. It was just two weeks previous to that time that an order was posted in our bulletin book in Chicago—the Chicago western district office—asking for applicants for the position of instructor. That would be a position off the road. That was something that I wanted. I applied and turned in my application to Mr. Waite, and he sent it over to the general office. I was called in a few days afterwards to the general office and was told that they were sorry that they could not give me the position; that my record merited it, but another man from the Illinois Central office had a little better record on account of being longer in the service, and he was awarded the position; but that they would hold my application on file and at the first opportunity give me a position more desirable than what I had at that time. Along with that fact I am only six months married and had then coming what I have at home right now—a little fellow 17 months old. That fact—those two facts together—with the fact that the woman tried to ride short of paying for her full fare, and again a girl with a woman at least 35 or 40 years old whom I did not know, but was the girl's own mother, that I would go to work after almost five years of service and good record and take this girl into a room not 15 feet from where her mother (as I supposed she was) was sitting and detain her as the charges claim for 45 minutes against her will and mistreat her, but at the same time the woman said she was positively sure that I did not abuse the girl's honor because I was not with her long enough. Now, those charges were made and were read to me. I was not given the charges to read. I never inquired for the passengers' names and addresses until the matter was given plenty of time and due consideration by the Pullman Co.

The last time that I went to the Pullman Co. for a further answer and for the names and addresses of the parties making the charges I went to Mr. Williams's office, where I had gone previous to that, and he seemed to be taking care of the matter. They were all very nice to me—very pleasant and cordial at all times. He then told me to see Mr. C. A. Davis—Mr. Charley Davis, head of the legal department, was handling the correspondence, and, in fact, handling the whole matter. I repaired to Mr. Charley Davis's office, was received very cordially, and was told to sit down and asked what my pleasure was. I am getting a little ahead of my story. I was held off my regular run for two months and ran all around different places and was kept working all the time, and, as I say, they treated me very nicely in that respect. I was out on runs very near every night, got very little relief, but I was on short runs and satisfied to be working, giving them all the opportunity and plenty of time possible, and finally, when I was placed back on my run after making a special trip to Yellowstone Park with the Chicago Athletic Association, being gone 11 days, I returned and was placed back on my run, and I made five trips on my run.

Then I felt I was due to find out something about who the parties were, what the result of the investigations was—not for my own self—but for those dependent on me, my father, mother, and my wife, all respectable, and I had been raised respectably. I went to Mr. Charley Davis, and I asked Charley Davis for the names and addresses of the parties making the charges; told him that I had not inquired, was not interested enough to ask it until I knew what the outcome of the charges would be. He says, "Why, what is the matter with you. You have got your job back, ain't you?" "Yes; I have," I said. "Well, what business have you got to look after the Pullman business? Those matters are purely all Pullmans. You can't have anything at all to do with them, and you can not get the names and addresses. Anyhow, the files were all put away and the matter cleared up, and what good will it do you anyway." And I said, "Why, I am so nervous I can hardly work." I was in a nervous condition, so much so that I could not feel that I could do my work properly, and, of course, I told him all that and explained everything to him. I said, "I am nervous"; and he said, "For a man who has been in the Pullman service the length of time, five years, that you have your skin ought to be so thick now that a matter of that kind ought not to get under it." Well, that gave me a decision on what to do. I felt that if the Pullman official was to tell me that my skin, after five years' service, was so thick that a matter of that kind pertaining to my immorality could not get under it, I thought it was high time for me to get away from it. So I repaired over to the district office, and it was there I wrote out my resignation, and if it is your pleasure, gentlemen, I will read it to you—a copy of it which I hold.

Chairman WALSH. What is it, Mr. Bourke, you have to read?

Commissioner LENNON. His resignation.

Chairman WALSH. Go ahead and read it.

Mr. BOURKE (reading): "Mr. W. H. Waite, district superintendent, Dear Sir: I hereby wish to tender my resignation as conductor in your district and for the Pullman Co. My reasons for doing so have arisen out of my recent trouble. The position taken by the company in taking me off my C., B. & Q. trains, Nos. 1 and 6, has caused considerable unfavorable remarks and comments regarding my character. And while as an employee it may be wrong for me to criticize the methods of the company in the matter, I can not but feel that in over two months' time, as I am unable to find out or get any information regarding the investigations, that there is a doubt as to my guilt or innocence. I feel that I am entitled to know the names and addresses of the parties who made these charges and I can not secure them. I confess that I can not do my work on the cars with my former spirit, and have the continual fear of something else going wrong. I am deeply grateful for the many kindnesses and good will shown me at all times by you and the office force in general. Your earnest endeavors in this particular matter, in my interest, can never be forgotten, and I trust I leave you with a good will for me."

That resignation was turned in after I had held my conference with Mr. Davis. They were short of men at the time at the Chicago western district, and I had secured a position with Mr. Morgan. If I was not able to get the situation that I wanted I had inquired of Mr. Hill, the station master of the North Western—assistant station master, rather, who had been acquainted with me for some time—if he would speak to Mr. Morgan and see what chance I had. As I came down that morning I fully felt the Pullman Co. would not give me the names and addresses, for the simple reason that I had not been given an opportunity to read the charges. They had read the charges to me instead of giving me an opportunity to read those reports and the charges myself. Anyhow, the position was arranged for me at the S. & N. W. Terminal. When I told Mr. Waite I was going to work for Mr. Morgan at the North Western Terminal, Mr. Waite asked if I would speak to Mr. Morgan and ask him if he would not hold the position another week for me so as to make another trip, on account of the Knights Templar convlave meetings in Denver, the Pullman Co., the Chicago western district, was short of men at that time. Mr. Morgan kindly consented to do so and held that position open for me. He received a good recommend from Mr. Waite for me. I returned off of that trip and I went to Mr. Waite and my resignation was turned in then after being written seven days.

Chairman WALSH. What was the date of your resignation?

Mr. BOURKE. The date of my resignation was August 7, 1913.

Chairman WALSH. I want to go back just a moment, Mr. Bourke. What did you pay for your uniform?

Mr. BOURKE. I do not recall. I think it was \$22.

Chairman WALSH. Did you have a summer uniform and a winter uniform?

Mr. BOURKE. No, sir; I just had the one uniform.

Chairman WALSH. One uniform; and you wore it both winter and summer?

Mr. BOURKE. Yes, sir.

Chairman WALSH. How long did your uniforms last you?

Mr. BOURKE. Well, usually a year, if good care was taken of them.

Chairman WALSH. Did the company furnish sleeping accommodations for you at the terminals on any of the runs you ran on?

Mr. BOURKE. Well, at Rapids City—no, sir; I slept in the car at Rapids City. The car was cleaned and left in the yard, and I slept in the car there at Rapids City. In Minneapolis I slept in the car. I understand now, though, that there are sleeping quarters there; in fact, the last time I was in Minneapolis on a Pullman run I slept at the Nicolette Hotel—a room furnished for the conductors—furnished by the company.

Chairman WALSH. Did you observe the sleeping accommodations which were furnished at other points?

Mr. BOURKE. Well, at Denver—they had six or seven beds in Denver. That room is in a room adjacent to the cashier's room, or to the district office. Then, it is on a corridor and it is a very noisy place. I never slept there; only once one evening, and that was on account of the convention in Denver and I was not able to get my regular room at the hotel.

Chairman WALSH. Have you observed any of the other places?

Mr. BOURKE. I have not been in any of the other places to speak of. I could not make an observation, Mr. Walsh.

Chairman WALSH. Commissioner Aishton would like to ask some questions.

Commissioner AISHTON. Just one question.

Mr. BOURKE. Yes.

Commissioner AISHTON. When the officers of the Pullman Co. declined to furnish you with the names of the parties to this occurrence that you have recited—

Mr. BOURKE. Yes, sir.

Commissioner AISHTON (continuing). Did you have any knowledge as to whether any suit had been brought against the Pullman people?

Mr. BOURKE. No, sir; not at that time.

Commissioner AISHTON. You did not?

Mr. BOURKE. No, sir; not at that time. I did not finish my story with reference to that at that time.

Commissioner AISHTON. You found out later that a suit had been brought, did you?

Mr. BOURKE. That a suit had been brought; yes, sir.

Commissioner AISHTON. Was not that the reason—

Mr. BOURKE. Well, just a minute, please.

Commissioner AISHTON (continuing). For not giving those names?

Mr. BOURKE. Just a minute; beg pardon. The charges did call for a suit of \$10,000; yes, sir.

Commissioner AISHTON. And, in your opinion, knowing as you do now why they refused to give you those names, would you not feel they were justified in doing that?

Mr. BOURKE. I do not, Mr. Aishton, for this reason: They told me afterwards that when—I found that I could not get the names and addresses of the parties, and I felt that it was just as necessary for me to have their names and addresses, when I was innocent, as I feel I am, and know I am, and God knows I am, as it was for them to have my name. I applied for reinstatement afterwards to the Pullman service just before I was out a year, thinking I would get back and be able to get my nights back, if I could. My object in that, for that particular reason, was that when I found that I was unable to get the names and addresses from the Pullman Co., that if I was able to secure a run through Omaha, I would be able to secure the names and addresses from other parties that were probably acquainted, had seen the papers and charges; and when I reported to the company and asked to be reinstated, I inquired to see Mr. Davis, and I was shown in and saw Mr. Williams, and he cordially asked me to sit down. Then he asked me if I was prepared to pay the \$500 that they paid this woman. When those charges were read to me the young lady's name was not read, but the charge was read as coming from the woman; and it was so explained to me, it was the woman who made this charge.

Commissioner AISHTON. Mr. Bourke, I understood you in the fore part of your testimony to say that you had worked four years, was it, for the Pullman Co.?

Mr. BOURKE. Four years and 10 months.

Commissioner AISHTON. Four years you had drawn a bonus on account of having a clear record?

Mr. BOURKE. Yes, sir; four years.

Commissioner AISHTON. And that during that period there had been six or seven so-called spotters' reports made that either yourself or the porter were concerned in?

Mr. BOURKE. Yes, sir.

Commissioner AISHTON. On your ran?

Mr. BOURKE. Yes.

Commissioner AISHTON. In either one of those cases was the charge—was the report read to you?

Mr. BOURKE. Yes.

Commissioner AISHTON. And you were told what was in it?

Mr. BOURKE. Yes.

Commissioner AISHTON. And you had an opportunity at that time and did make such explanation as was necessary?

Mr. BOURKE. Yes; I wrote a statement each time.

Commissioner AISHTON. Those explanations were satisfactory to the officers of the Pullman Co. and no discipline resulted?

Mr. BOURKE. No, sir.

Commissioner AISHTON. Am I to understand no discipline resulted?

Mr. BOURKE. Pardon me; yes.

Commissioner AISHTON. No discipline resulted?

Mr. BOURKE. I received no reprimand.

Commissioner AISHTON. Any reprimand or discipline?

Mr. BOURKE. The only reprimand that I had ever received in my four and a half years' service was when Mr. Davis, the last time I had occasion to talk to him, told me that I had gotten five days after about three weeks in the service. That was the result of a car that became frozen up at Rochester, Minn.

Commissioner AISHTON. That was not due, however, to any so-called spotter's report?

Mr. BOURKE. No, sir.

Commissioner AISHTON. And your experience in that direction is not different from that of other Pullman conductors, so far as you know, is it?

Mr. BOURKE. No, sir.

Commissioner AISHTON. In other words, they have an opportunity to explain complaints that are made against them?

Mr. BOURKE. Yes, sir.

Commissioner AISHTON. That is all; thank you.

Chairman WALSH. That is all, thank you, Mr. Bourke.

Mr. Crenshaw.

TESTIMONY OF MR. THOMAS A. CRENSHAW.

Chairman WALSH. What is your name, please?

Mr. CRENSHAW. Thomas A. Crenshaw.

Chairman WALSH. Where do you live?

Mr. CRENSHAW. St. Louis, Mo.

Chairman WALSH. How long have you lived in St. Louis?

Mr. CRENSHAW. Twenty-three years.

Chairman WALSH. Are you working for the Pullman Co.?

Mr. CRENSHAW. I am.

Chairman WALSH. In what capacity?

Mr. CRENSHAW. As a porter.

Chairman WALSH. How long have you been working for the Pullman Co.?

Mr. CRENSHAW. Twenty-three years the 27th day of this month.

Chairman WALSH. Where did you come from before you came to St. Louis?

Mr. CRENSHAW. Athens, Ala.

Chairman WALSH. Were you employed in St. Louis or in the South?

Mr. CRENSHAW. I was employed in St. Louis.

Chairman WALSH. In St. Louis?

Mr. CRENSHAW. Yes.

Chairman WALSH. Had you been engaged in any other occupation before you came to St. Louis?

Mr. CRENSHAW. I was in the private employment of Maj. F. C. Gordon.

Chairman WALSH. Maj. Gordon?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. In what capacity?

Mr. CRENSHAW. As a porter.

Chairman WALSH. For his house or dwelling?

Mr. CRENSHAW. At his dwelling.

Chairman WALSH. At his dwelling?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. I suppose you have had many runs for the Pullman Co. during those years, have you?

Mr. CRENSHAW. No; I have not had a great many.

Chairman WALSH. Give me all the runs you have had. I thought maybe on account of the extent of your service, it being so long, that it might be difficult for you to tell; but if you can, begin at the beginning and tell the runs that you have had.

Mr. CRENSHAW. Well, I ran about possibly 18 months or maybe a little bit longer on the Frisco out of St. Louis.

Chairman WALSH. Was that when you started?

Mr. CRENSHAW. That is when I first started. And from that time until now I am on the run now that they put me on when I got off the Frisco. I have been on that run very near 20 years.

Chairman WALSH. What run is that?

Mr. CRENSHAW. From St. Louis to Savanna, Ill.

Chairman WALSH. What is the distance?

Mr. CRENSHAW. Three hundred and twenty-three miles.

Chairman WALSH. What road is it on?

Mr. CRENSHAW. The C., B. & Q.

Chairman WALSH. I wish you would describe the way you run, what time your train leaves—you have heard it described here by these other witnesses—what time your train leaves, what time you would go to the station to get your train ready, how much sleep you have, how much leisure, and all about it?

Mr. CRENSHAW. The train leaves at 8.10 at night. I am required to be down there an hour before the train leaves, but I usually go earlier than that, but that is of my own accord. Of course sometimes a car will be too hot, and I want to get it cooled off—that kind of thing comes in. And I go down there just possibly an hour and a half before I am due out. A man can go down there and arrange his car in 30 minutes if he knows how to do it and just what they want to do. I am there in time and get the car ready for reception of passengers, which is 7.30, and I leave there at 8.10; make the car down ordinarily by 9.30, and when I have gotten the car made down I can go to bed just as soon as I want to after my car is made down. Sometimes it differs on account of the passengers, sometimes they do not go to bed as early as at others; but usually I get to bed around 10 o'clock.

Chairman WALSH. Around 10 o'clock?

Mr. CRENSHAW. Yes, sir. And sometimes earlier, but usually around 10 o'clock. The car gets to Rock Island at 7.30 in the morning—Rock Island, Ill. There you will discharge about all the passengers you get, and it lays there from 7.30 until 11.30, so that you usually, there I get two and a half or three hours sleep. It then goes on to Savanna, Ill. We get there at 1.20 and leave there at 4.45 and come on back to St. Louis with the same amount of sleep. I get 36 hours in St. Louis every trip.

Chairman WALSH. And you have run on that road how long now?

Mr. CRENSHAW. I have been on there since the World's Fair, closed in Chicago.

Chairman WALSH. What salary do you receive now?

Mr. CRENSHAW. The salary I receive now is \$42 a month.

Chairman WALSH. Just state what salaries you have received from time to time, what you received first, and when it was raised.

Mr. CRENSHAW. Those dates I could not give you; I do not know them.

Chairman WALSH. Just approximate it; say the first couple of years you made so much and the first five?

Mr. CRENSHAW. When I first began to run I think the salary was \$25. Later—

Chairman WALSH. How is that?

Mr. CRENSHAW. When I first began to run I think the salary was \$25. Later they raised it. When they raised it, I don't know, because I have kept no accurate account of that and it has been several years ago.

And the car that I am on gets up to Savanna at 1.20, doubles out, so that I get all my leisure in St. Louis. I do not get much time on the road and

prefer to have it all in St. Louis where I live. I get 36 hours there every trip, and I am gone 36 hours.

Chairman WALSH. I would like to get about your salary first, if I could. Now, it has been testified here that the pay for a porter on a standard car, if I recall it, was \$27.50 per month, and that there is an increase of 10 per cent in case a man runs for 15 years, and that would make it \$28.25 a month. Now, have you had more than one increase.

Mr. CRENSHAW. No—

Chairman WALSH. You started at \$25?

Mr. CRENSHAW. You possibly got the gist of the matter wrong. That 15-year proposition is this: Every man that is 15 years in the service gets 5 per cent of his salary, whatever that salary is, he gets 5 per cent of it every year.

Chairman WALSH. Oh, every year?

Mr. CRENSHAW. If he is in the service 15 years, whatever his salary is, he gets 5 per cent of it.

Chairman WALSH. Oh, each year?

Mr. CRENSHAW. Each year 5 per cent of his annual salary.

Chairman WALSH. I see. Now, then, you have had such additions made to yours that you now get how much a month?

Mr. CRENSHAW. I get \$42 a month.

Chairman WALSH. Forty-two dollars?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. I wish you would tell us, on the ordinary runs, what do you receive in the way of tips?

Mr. CRENSHAW. That depends very largely on the man that is on the car.

Chairman WALSH. Yes.

Mr. CRENSHAW. And in the manner and in the way he gives service and in the manner he renders it. One man who would go on my run possible would starve to death. That depends very largely on the man that is on the car.

Chairman WALSH. Upon what does that depend, the service?

Mr. CRENSHAW. It depends upon service absolutely.

Chairman WALSH. Now, then, we will take your individual case since you are here; tell us what you make?

Mr. CRENSHAW. I make \$75 a month.

Chairman WALSH. Do you? And the tips?

Mr. CRENSHAW. In tips.

Chairman WALSH. Oh, in tips?

Mr. CRENSHAW. In tips.

Chairman WALSH. And you get \$42 salary?

Mr. CRENSHAW. Yes.

Chairman WALSH. And you make \$100 a month?

Mr. CRENSHAW. I make that on an average.

Chairman WALSH. Are you a married man?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. Any family?

Mr. CRENSHAW. I have got a wife and four children at home; two married.

Chairman WALSH. You have raised your children?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. How old is the youngest child?

Mr. CRENSHAW. The youngest child is 6 years old.

Chairman WALSH. Have you some property?

Mr. CRENSHAW. I have no property; no—not in St. Louis.

Chairman WALSH. It has taken what you have earned to maintain yourself and family?

Mr. CRENSHAW. To maintain myself and family and educate my children.

Chairman WALSH. And educate your children?

Mr. CRENSHAW. Yes.

Chairman WALSH. You have fared that way in tips along pretty well during the time?

Mr. CRENSHAW. I have had tips enough to take care of me and my family ever since I began to work.

Chairman WALSH. Have you made something over \$100 a month ever since you started?

Mr. CRENSHAW. Oh, not ever since I started I didn't do that, but since they found out who I was I have been making that.

Chairman WALSH. So, for how many years have you made \$100 a month?

Mr. CRENSHAW. I have made \$100 a month for 18 years.

Chairman WALSH. Have you lived frugally?

Mr. CRENSHAW. No; I have not. I have taken good care of my family and my mother.

Chairman WALSH. Have you had your mother with you?

Mr. CRENSHAW. No; she does not live with me, but I take care of her.

Chairman WALSH. You say you have two children married?

Mr. CRENSHAW. I have two children married.

Chairman WALSH. How old are the other two?

Mr. CRENSHAW. I have got a boy 17 in high school, one 15 in high school, a girl 11 years old in grammar school, and the baby boy at home.

Chairman WALSH. Have you had one conductor to run with you usually?

Mr. CRENSHAW. I have had one conductor for more than 11 years.

Chairman WALSH. Does he make each trip with you?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. What hours does he have for his rest?

Mr. CRENSHAW. On the run that he is on now he is on duty all night.

Chairman WALSH. Is he a married man?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. With a family?

Mr. CRENSHAW. He has got a wife; he has not got children.

Chairman WALSH. Where does he live?

Mr. CRENSHAW. In St. Louis.

Chairman WALSH. What salary does he get?

Mr. CRENSHAW. He gets \$95 a month.

Chairman WALSH. Go ahead. I interrupted you. You were talking about the time he took for his rest.

Mr. CRENSHAW. Yes; he is on duty all night, and he relieves us both ways. He is on that run from choice; he prefers that run.

Chairman WALSH. Did they want him to have some other run?

Mr. CRENSHAW. They have offered to give him a run to Denver. I do not know what the choice is. I could not tell you that.

Chairman WALSH. Is there any other porter that runs opposite to you on that run?

Mr. CRENSHAW. Yes, sir.

Chairman WALSH. And how long has he been with the company?

Mr. CRENSHAW. He has been with the company longer than I have. I don't know how long.

Chairman WALSH. Now, you stated that the amount of your compensation, the amount of the compensation depended a great deal on the man that performed the service; on the porter himself.

Mr. CRENSHAW. Yes, sir; that is the fact.

Chairman WALSH. Now, is the porter that runs opposite to you an old man also—

Mr. CRENSHAW. Yes, sir.

Chairman WALSH (continuing). On the run.

Mr. CRENSHAW. Yes.

Chairman WALSH. Do you know anything as to what he earns?

Mr. CRENSHAW. He is here himself.

Chairman WALSH. He is here himself.

Mr. CRENSHAW. Yes.

Chairman WALSH. Commissioner Ballard would like to ask you a question.

Commissioner BALLARD. You say you have no property in St. Louis.

Mr. CRENSHAW. No, sir.

Commissioner BALLARD. Have you property anywhere else?

Mr. CRENSHAW. I have some in Birmingham, Ala.

Commissioner BALLARD. That you have saved up your money and bought since you have been with the Pullman Co.?

Mr. CRENSHAW. No, I did not. I have not bought any property since I have been with the Pullman Co.

Commissioner BALLARD. But you have some property in Birmingham, Ala.?

Mr. CRENSHAW. Yes, sir.

Commissioner AUSTON. Mr. Crenshaw, this run that you are on is not counted as a particularly good run with you only so far as the lay-over is concerned.

Mr. CRENSHAW. The run is not unusually good, except the lay-over. It is a fairly good run on the whole, and the class of wealthy people, they are sons and daughters of lumbermen who have made their money along the river there, and if you get acquainted with those people, treat them right, handle them right, wait on them right, why, they don't forget you.

Commissioner BALLARD. The principal advantage in that long run is, as runs go, the 36-hour lay-over at St. Louis and the short lay-over at the other end.

Mr. CRENSHAW. The short lay-over at the other end; that is it.

Chairman WALSH. Commissioner Garretson asks me to ask whether that is a straight sleeper or buffet?

Mr. CRENSHAW. That is a straight sleeper.

Chairman WALSH. That is all; thank you. You may be excused.

Mr. Sylvester.

TESTIMONY OF MR. G. H. SYLVESTER.

Chairman WALSH. What is your name?

Mr. SYLVESTER. G. H. Sylvester.

Chairman WALSH. Where do you reside?

Mr. SYLVESTER. New York City.

Chairman WALSH. And you are employed by the Pullman Co.?

Mr. SYLVESTER. Yes.

Chairman WALSH. In what capacity?

Mr. SYLVESTER. Pullman porter.

Chairman WALSH. How long have you been a porter?

Mr. SYLVESTER. Twenty years.

Chairman WALSH. For the Pullman Co.

Mr. SYLVESTER. Twenty years.

Chairman WALSH. What road are you running on at the present time?

Mr. SYLVESTER. Lake Shore & Michigan Southern.

Chairman WALSH. How long have you been running on that road?

Mr. SYLVESTER. Eighteen years.

Chairman WALSH. And prior to that time where did you run?

Mr. SYLVESTER. I was running all over, as all extra porters do.

Chairman WALSH. Well, you have been running on this same road, on this same run, for the past 18 years?

Mr. SYLVESTER. I ran on the road for 18 years on the Twentieth Century. It will be 18 years the 15th of this June coming, ever since the train has been on.

Chairman WALSH. What is your salary?

Mr. SYLVESTER. Twenty-seven dollars and fifty cents a month.

Chairman WALSH. I would just like to get an understanding, if I can; you have been running for 20 years?

Mr. SYLVESTER. Yes.

Chairman WALSH. How does it happen your pay has not been increased?

Mr. SYLVESTER. It depends upon the run some. If you run in charge you get more money; if you run in charge. For instance, we have a conductor with us all the way. If I was running in charge at any distance I would get \$42.

Chairman WALSH. You heard the explanation that the last witness made about it, didn't you?

Mr. SYLVESTER. Yes.

Chairman WALSH. Or could you hear from where you were?

Mr. SYLVESTER. I could hear him distinctly; yes, sir.

Chairman WALSH. That is a fact, that they start a porter at \$25 a month, and after he has been in service 15 years they increase 5 per cent per year?

Mr. SYLVESTER. Yes, sir; I beg pardon.

Chairman WALSH. You may proceed. That was all I was going to say.

Mr. SYLVESTER. I started at \$20. I started with the Wagner Co., and then after about five years the Pullman taken us over, and then we remained at \$20 a month for a long time, and then was raised \$5, and then we got 10 per cent raise, which made \$27.50, and when you are in the company 15 years you get 5 per cent of your actual earnings.

Chairman WALSH. Added to the—

Mr. SYLVESTER. Added to your—

Chairman WALSH (continuing). Salary each year?

Mr. SYLVESTER. Yes, sir.

Chairman WALSH. And when do you get that; monthly?

Mr. SYLVESTER. Oh, no; you do not get it monthly. It is given to you in a check at the end of the year.

Chairman WALSH. Your salary at the present time is \$27.50?

Mr. SYLVESTER. Twenty-seven dollars and fifty cents from the Pullman.

Chairman WALSH. And what is the check at the end of the year?

Mr. SYLVESTER. That is a bonus, the 5 per cent check.

Chairman WALSH. Yes.
 Mr. SYLVESTER. And my 5 per cent this year was \$15.75.
 Chairman WALSH. Fifteen dollars and seventy-five cents?
 Mr. SYLVESTER. Fifteen dollars and seventy-five cents.
 Chairman WALSH. What do you receive through the source of tips, would you say, per month?
 Mr. SYLVESTER. Seventy-five or eighty dollars.
 Chairman WALSH. Seventy-five or eighty dollars?
 Mr. SYLVESTER. Ye.
 Chairman WALSH. Added to \$27.50?
 Mr. SYLVESTER. And \$15.75.
 Chairman WALSH. And the bonus of about?
 Mr. SYLVESTER. Twenty-seven dollars and fifty cents.
 Chairman WALSH. About \$125 a month?
 Mr. SYLVESTER. Yes, sir.
 Chairman WALSH. Any other compensation?
 Mr. SYLVESTER. Sick benefits. If I am sick I get \$6.33 a week from the Pullman Co.
 Chairman WALSH. How much?
 Mr. SYLVESTER. From the Pullman Co., \$6.33; get my full wages; if I am sick I get paid.
 Chairman WALSH. Do you pay anything for the sick benefit?
 Mr. SYLVESTER. No, sir; it is given to me by the Pullman Co.
 Chairman WALSH. Approximately what would you earn per month?
 Mr. SYLVESTER. One hundred and twenty dollars.
 Chairman WALSH. Oh, \$120 a month?
 Mr. SYLVESTER. Yes.
 Chairman WALSH. Are you a married man?
 Mr. SYLVESTER. Yes, sir.
 Chairman WALSH. A family?
 Mr. SYLVESTER. No, sir; no family.
 Chairman WALSH. Where do you live?
 Mr. SYLVESTER. That is, my location in New York?
 Chairman WALSH. You live in New York?
 Mr. SYLVESTER. Yes; I live in New York.
 Chairman WALSH. In the city?
 Mr. SYLVESTER. In the city; yes, sir.
 Chairman WALSH. Do you own property?
 Mr. SYLVESTER. No; I do not; not in the city. I own some down in Jersey, where I was born.
 Chairman WALSH. Did you purchase that property?
 Mr. SYLVESTER. Since I came with the Pullman Co.? No, sir.
 Chairman WALSH. Have you any accumulation from your salary and tips as a Pullman porter?
 Mr. SYLVESTER. Just a little; yes, sir.
 Chairman WALSH. That is, by way of saving?
 Mr. SYLVESTER. By way of saving.
 Chairman WALSH. Cash?
 Mr. SYLVESTER. If I haven't more, it is my fault, sir, because I have made more.
 Chairman WALSH. What rent do you pay in New York?
 Mr. SYLVESTER. I pay \$20, steam-heated flat.
 Chairman WALSH. What does it cost to live while on the road?
 Mr. SYLVESTER. It costs me about \$25 a month.
 Chairman WALSH. How are your meals charged for on the road, that you eat in the dining cars?
 Mr. SYLVESTER. I do not eat in the dining car coming out from New York, because we leave on the 2.45, and I get breakfast and have lunch with me, and we have the advantage; the dining-car people are very nice, and if I have a lunch with me I can take it in to them, and they will warm it up for me, and in that way I do not take the meal with me; but if we eat a meal from the dining car we get it for half price.
 Chairman WALSH. About what does the meal cost you at half price in the dining car?
 Mr. SYLVESTER. At half price in the dining car, from 40 to 45 cents, depending upon how hungry you are.

Chairman WALSH. How many meals do you take in the dining car?

Mr. SYLVESTER. Take one if we eat coming to Chicago.

Chairman WALSH. One what?

Mr. SYLVESTER. One meal coming this way; coffee in the morning before you get here, because you see it would be so long before we got breakfast; and then going back we get lunch on the dining car.

Chairman WALSH. Now, I wish you would describe your trip on this road; that is, what time you go to the station to get ready to leave, and what time you leave, and the amount of sleep you get, the lay-over at each end?

Mr. SYLVESTER. We report for this run in particular at 12 o'clock. We leave at 2.45—half past 12, and we arrive in Chicago the next morning at 9.45, with no sleep.

Chairman WALSH. With what?

Mr. SYLVESTER. No sleep. You ain't supposed to get any sleep.

Chairman WALSH. What time does the conductor have to sleep?

Mr. SYLVESTER. He changes off with the Boston man. I think he goes about at 3 o'clock and gets up at 7, and then, you see, we get in here at 9.45, and we do not report the next day until 10.30 on the trip back.

Chairman WALSH. Ten-thirty in the morning?

Mr. SYLVESTER. Yes, sir.

Chairman WALSH. And then going back?

Mr. SYLVESTER. No sleep.

Chairman WALSH. What time do you report?

Mr. SYLVESTER. Here? Ten-thirty.

Chairman WALSH. Ten-thirty?

Mr. SYLVESTER. We leave at 12.40.

Chairman WALSH. What time do you arrive in New York?

Mr. SYLVESTER. Nine-forty.

Chairman WALSH. And how long do you lay over?

Mr. SYLVESTER. We lay over from 9.40 until the following day at 12.30.

Chairman WALSH. Approximately the same for each change?

Mr. SYLVESTER. Yes. We have the same time on.

Chairman WALSH. One night on the road you have, and then a day off?

Mr. SYLVESTER. Yes, sir.

Chairman WALSH. That would be practically the same as a night watchman working the entire night and sleeping in the daytime?

Mr. SYLVESTER. They sleep in daytime. Don't let them tell you they don't sleep a little at night, too, either.

Chairman WALSH. They do sleep?

Mr. SYLVESTER. Oh, yes; they do. Indeed, if any porter or conductor tells you that they run a thousand miles and don't get any sleep, he is mixed, because he is telling you an untruth.

Chairman WALSH. Have you ever been reported for being asleep?

Mr. SYLVESTER. No, sir. There is another mistake that they make—getting caught. They know the truth.

Chairman WALSH. They know?

Mr. SYLVESTER. They know you sleep. Every superintendent here knows you sleep, but he don't want you to get caught.

Chairman WALSH. Does that apply to conductors, too?

Mr. SYLVESTER. Just the same; yes.

Chairman WALSH. So that, as a matter of fact, the rules provide a suspension for that—

Mr. SYLVESTER. Yes, sir; they do.

Chairman WALSH. But the general information is, among the employees, is that everybody does it, and if they don't get caught—it is only an offense when they are caught?

Mr. SYLVESTER. That is the only offense, getting caught.

Chairman WALSH. What is the custom with respect to inspecting the cars and the conduct of the men on the road?

Mr. SYLVESTER. Well, I have always, since I have been on the road, after I went in the service, found out what—expected every time I came out of a terminal, I believed that I had a spotter on and consequently I have never had any trouble. I am always figuring for him.

Chairman WALSH. Always what?

Mr. SYLVESTER. I am always figuring; I think he is on every time I take a car.

Chairman WALSH. When do you take these little naps you speak of?

Mr. SYLVESTER. He can't get to me then.

Chairman WALSH. How do you work that out?

Mr. SYLVESTER. He is in bed.

Chairman WALSH. When do you get that sleep?

Mr. SYLVESTER. Oh, nap off between stations.

Chairman WALSH. How is that?

Mr. SYLVESTER. Oh, nap off between stations, get naps or watching your car. You don't deliberately take a pillow and blanket and go to bed, or anything like that, but you are bound to be nodding a little, sir.

Chairman WALSH. Have you been up before the inspectors for any violations of the rules in the past years?

Mr. SYLVESTER. I have not, sir. I have not been—

Chairman WALSH. Have you for the past two or three years?

Mr. SYLVESTER. I have not been before the inspectors in 15 years for a violation of anything that amounted to anything.

Chairman WALSH. When you were charged with a violation of the rules, have you an opportunity to present your side of the case to the company and have they heard it?

Mr. SYLVESTER. I have; yes, sir.

Chairman WALSH. And how did it result in your cases?

Mr. SYLVESTER. I generally was vindicated.

Chairman WALSH. Commissioner O'Connell would like to ask some questions.

Commissioner O'CONNELL. Mr. Sylvester.

Mr. SYLVESTER. Yes, sir.

Commissioner O'CONNELL. Supposing there was to be a law passed in various States through which the Twentieth Century Limited passed, between New York and Chicago, prohibiting the giving of tips so that your income would be cut down to \$27.50 per month with the 5 per cent bonus that you get, would you still continue to be a Pullman porter?

Mr. SYLVESTER. I would not, sir.

Commissioner O'CONNELL. Then you would continue to be a porter simply because of the contributions made to you by the public?

Mr. SYLVESTER. Yes.

Commissioner O'CONNELL. And your earnings are three times greater than that paid you by the company as a salary?

Mr. SYLVESTER. Yes.

Commissioner O'CONNELL. So that the public are really contributing to your living as a porter?

Mr. SYLVESTER. Well, they are in a way, and they fairly understand it that way, too, sir.

Commissioner O'CONNELL. If you were prohibited from taking tips, if your salary was \$27.50 a month, you would not continue to be a porter?

Mr. SYLVESTER. I would not, for you couldn't live on it.

Commissioner O'CONNELL. What do you think would be necessary for the men if their salary was limited to \$27.50 a month, and there was no other source of income than by voluntary contribution, or otherwise, what do you think would be necessary for them to do to improve their conditions?

Mr. SYLVESTER. Ask the Pullman Co. to give us living wages.

Commissioner O'CONNELL. Suppose they would not do it?

Mr. SYLVESTER. Then there would be no porters on the cars.

Commissioner O'CONNELL. Suppose there was a possibility of the men getting together and organizing and agreeing that they would stop work if the company did not give them a living wage?

Mr. SYLVESTER. No; I don't think it would be necessary for them to get together to make that agreement, because they would generally go on for themselves—what I mean, you wouldn't have to have an agreement, because a man could not live and keep a respectable home and be honest. It wouldn't be safe to get on a car with over \$2 in your pocket if you had to work that way, sir.

Commissioner O'CONNELL. Have you ever been approached in the matter of joining an organization?

Mr. SYLVESTER. I have not. I was approached over in Chicago at the time it started.

Commissioner O'CONNELL. Did you sign any?

Mr. SYLVESTER. I did not.

Commissioner O'CONNELL. You did not indicate your desire to join any organization?

Mr. SYLVESTER. No, sir.

Commissioner O'CONNELL. You were satisfied because of the income you were securing from the public?

Mr. SYLVESTER. Yes. And the thing did not look just right to me. I did not seem to know the people that were in behind this, inaugurated it. I did not know anything about them. There was nobody that had taken it up in our district; that is, in the New York district there. It seemed to be all western men, and we were not acquainted with them, and did not thoroughly understand it.

Commissioner O'CONNELL. Is there some fraternal organization among the porters of the country?

Mr. SYLVESTER. Oh, yes; not pertaining to the Pullman Co. in particular.

Commissioner O'CONNELL. I am not speaking of the Pullman Co., but just any organization between the porters generally?

Mr. SYLVESTER. Yes, sir.

Commissioner O'CONNELL. Where they contribute and pay benefits to each other?

Mr. SYLVESTER. Yes.

Commissioner O'CONNELL. What kind of an organization is that?

Mr. SYLVESTER. The organization of which I am a member is called the New York Association of Pullman Porters, the Pullman Athletic Association.

Commissioner O'CONNELL. The New York Athletic Association of Porters?

Mr. SYLVESTER. Pullman Porters. They contribute \$5 a week sick benefits.

Commissioner O'CONNELL. And what do you pay into it?

Mr. SYLVESTER. Fifty cents a month.

Commissioner O'CONNELL. Does that reach outside of New York?

Mr. SYLVESTER. No; this is particularly in New York. Then there is an organization here of the Pullman porters, and I think you will find it in all large districts, organizations composed of porters.

Commissioner O'CONNELL. Is there any national form of organization?

Mr. SYLVESTER. There is no national form.

Commissioner O'CONNELL. They simply organize locally?

Mr. SYLVESTER. They simply organize locally.

Commissioner O'CONNELL. And are they all organized on the same basis, pay the same benefits and the same dues?

Mr. SYLVESTER. Just about the same.

Commissioner O'CONNELL. Is there any person among the porters who makes it his business to go around and organize these men into these organizations?

Mr. SYLVESTER. No; there is not. We get together mutually—agreeably.

Commissioner O'CONNELL. Isn't there somebody that brings you together and suggests that you could do it?

Mr. SYLVESTER. Yes, sir; we get together and talk the matter over and see it is necessary for us to have sick and death benefits.

Commissioner O'CONNELL. Is anyone in charge of the Pullman Co. that has suggested the getting together in that sort of an organization?

Mr. SYLVESTER. They have not suggested it exactly. They have been instrumental in helping us form, and they have helped us in a great many ways.

Commissioner O'CONNELL. Do they contribute in any way, financially or otherwise?

Mr. SYLVESTER. Yes.

Commissioner O'CONNELL. In what way do they contribute?

Mr. SYLVESTER. Well, in case of giving an entertainment, I think I am safe in saying that the Pullman officials here in Chicago got the hall for the Pullman porters' entertainment here and paid for it themselves and took two or three hundred dollars worth of tickets in the general office and disposed of them the best they could and turned the receipts over to the porters. And in New York we have one or two superintendents belonging to our organization to help us, give us courage.

Commissioner O'CONNELL. Superintendent is a white man?

Mr. SYLVESTER. Oh, yes; they are all white superintendents.

Commissioner O'CONNELL. They belong to your organization?

Mr. SYLVESTER. Yes, sir.

Commissioner O'CONNELL. Are they sort of managing it for you?

Mr. SYLVESTER. No; they just use their names; they pay their dues to encourage us.

Commissioner O'CONNELL. Do they attend your meetings?

Mr. SYLVESTER. No; they very rarely. They don't attend meetings, but they leave that to us; but they do it for encouragement.

Commissioner O'CONNELL. Encouragement?

Mr. SYLVESTER. Yes, sir.

Commissioner O'CONNELL. Have they attended any meetings that you have had—any of those superintendents that were members?

Mr. SYLVESTER. No; I don't remember.

Commissioner O'CONNELL. Do you know whether officials of the company—I don't mean anyone particularly now—but anyone that was looked upon as being an official of the company?

Mr. SYLVESTER. Yes.

Commissioner O'CONNELL. Advising or suggesting the advisability of you joining an organization of porters?

Mr. SYLVESTER. No.

Commissioner O'CONNELL. Organizing what might be called a labor organization?

Mr. SYLVESTER. I have never heard of them disapproving of it, because I have never been in touch with an organization, but we have never had any in the East, anything of that kind among the porters, so I don't hardly hear it.

Commissioner O'CONNELL. There are associations and institutions and colleges for the purpose of the higher teaching and learning of the colored people, as, for instance, Mr. Booker Washington's institution, Mr. Sylvester?

Mr. SYLVESTER. Yes, sir.

Commissioner O'CONNELL. Does he interest himself in any way in connection with the affairs of your organization of porters?

Mr. SYLVESTER. He does not.

Commissioner O'CONNELL. Have there been, do you know, porters coming from that institution?

Mr. SYLVESTER. Yes, sir.

Commissioner O'CONNELL. Has he ever addressed any of your meetings in any way?

Mr. SYLVESTER. Not directly.

Commissioner O'CONNELL. Do you ever receive circulars or letters from him?

Mr. SYLVESTER. Yes.

Commissioner O'CONNELL. What subjects would he address you on?

Mr. SYLVESTER. Well, what is called the Business Men's League, that he is president of.

Commissioner O'CONNELL. The Business Men's League?

Mr. SYLVESTER. Yes; of colored men. Whenever he holds meetings we get that at our organization, and it is read over by the men coming in, and I would say, if I am permitted to do so, in regard to the men coming from the schools, that there was an order from the Pullman Co. that all colored boys coming from school are given preference over the new men to get employment during the summer in order to get their money to go back to school again; and they have educated hundreds of them.

Commissioner O'CONNELL. Are there any colored men in New York who sought to give their time to going around among the men of these organizations—are there any particular colored men in New York who have been educated in college, and who get the colored men together for the purpose of keeping them from entangling alliances?

Mr. SYLVESTER. No, sir. We have several fraternal organizations there, the Odd Fellows, the Elks, and the Masons, but there is no effort on the part of any particular one. The officers as they are made, they solicit and get men if possible.

Commissioner O'CONNELL. Have you ever heard of letters or circulars coming to your organization, or the officers of the organization composed of Pullman porters, advising them for or against the matter of entering into the organization?

Mr. SYLVESTER. No, sir.

Commissioner O'CONNELL. In your opinion, if tips were to be stopped, would it be necessary for the porters themselves to organize to improve their condition of employment?

Mr. SYLVESTER. They would have to organize or quit. What I mean is, we would not organize into a body to try to force the Pullman Co. I don't think, but would organize into a body to go to them and state the conditions, which they could readily see, and ask them to give us more money and living wages.

Commissioner O'CONNELL. Do you feel, as an individual man, that if you were discharged, and you felt unjustly so—felt that you had been done an injustice—that, as an individual man, going to a great organization or company

like the Pullman Co., that you individually would be able to compel a just consideration of your grievance?

Mr. SYLVESTER. I don't think I would have to compel; I think I would get a hearing.

Commissioner O'CONNELL. You think you would get a hearing?

Mr. SYLVESTER. Yes; and a proper hearing.

Commissioner O'CONNELL. You think that you would get a proper and just hearing?

Mr. SYLVESTER. Yes.

Chairman WALSH. Commissioner Ballard has a question to ask.

Commissioner BALLARD. You, of course, have a large acquaintanceship in New York, and you know porters in hotels, and you know waiters in hotels, and you know men who work around; do almost all of those people get tips? Is it customary?

Mr. SYLVESTER. Yes, sir.

Commissioner BALLARD. It is universal in hotels and boarding houses and restaurants?

Mr. SYLVESTER. Yes, sir; and among the Red Caps, and everyone.

Commissioner BALLARD. And you do not feel in receiving these tips that you have been disgraced or humiliated in any way?

Mr. SYLVESTER. No; the degradation would be if we did not get them.

Commissioner BALLARD. Just in order to clear up the situation with regard to the sleeping at night: It was testified, as I understood it yesterday, that the porter was supposed to take a stool that was there and sit at the end of the aisle toward the washroom and sit there and be on watch. As he sits there, is there any objection to his nodding and dozing along?

Mr. SYLVESTER. There may be an objection, but he nods just the same.

Commissioner BALLARD. Of course, he would not take a pillow and blanket and go into a berth and lie down, but he could sit in that chair?

Mr. SYLVESTER. Yes, sir.

Commissioner BALLARD. If he sits there and is nodding or dozing, is he in a position so that he can protect the car?

Mr. SYLVESTER. He can sit there and doze off, and the air from a person passing by him will wake him up.

Commissioner BALLARD. He can sit there and doze, then, and yet protect the car?

Mr. SYLVESTER. Yes, sir. Suppose there was a thief in the car, and if he should get up in the night with the intention of robbing some passenger, and he sees you sitting there, he is not going to rob the car.

Commissioner BALLARD. You think the average porter on the long runs, sitting there on the stool, is able to get a little rest without endangering the passengers or the company?

Mr. SYLVESTER. Yes; he is. Now, as to sitting on camp stools—we have a meeting, and have every three months, a sort of get-together meeting between the officers and the porters; and they ask us to suggest anything for the betterment of our conditions and for the betterment of the service, and they get a chance to be heard there. And I remember at the last meeting here in Chicago, it was taken up to get—there was a great deal of complaint of the men sitting on camp stools in the steel cars, the new cars, some of the men claiming they caught cold, and the inspectors asked them to devise some means, or suggest some chair that you could sit in with a back that you would not come in contact with the steel of the car, and I think they are trying to provide such a chair now.

Commissioner AUGHTON. One question, Mr. Sylvester: As a volunteer organization, you elect your officers in those sick-benefit organizations; you elect your officers of colored men?

Mr. SYLVESTER. Yes, sir.

Commissioner AUGHTON. How often are they elected?

Mr. SYLVESTER. Every year.

Commissioner AUGHTON. Yearly?

Mr. SYLVESTER. Yes, sir.

Commissioner AUGHTON. And they are selected from your own ranks of porters?

Mr. SYLVESTER. Yes, sir; we try to pick the best men.

Commissioner AUGHTON. And he does nothing else but look after the organization?

Mr. SYLVESTER. Oh, no; he carries it on.

Commissioner AISHTON. That is their work?

Mr. SYLVESTER. Yes, sir.

Commissioner AISHTON. That is all.

Chairman WALSH. That is all; thank you. One moment, please, Mr. Garretson wants to ask you some questions.

Commissioner GARRETSON. How often do you hold these "get-together meetings"?

Mr. SYLVESTER. Every three months.

Commissioner GARRETSON. Between the officers of the company and just the porters, or other employees?

Mr. SYLVESTER. Just porters.

Commissioner GARRETSON. You are encouraged at those meetings to suggest things that will be for your own benefit?

Mr. SYLVESTER. Yes, sir.

Commissioner GARRETSON. For the betterment of the porters?

Mr. SYLVESTER. Yes.

Commissioner GARRETSON. Are you ever encouraged to talk about more wages?

Mr. SYLVESTER. No; but it has been brought up.

Commissioner GARRETSON. What is the attitude of the company in answer to it?

Mr. SYLVESTER. That they will take the matter up and do the best they can.

Commissioner GARRETSON. Has any increase been given to you?

Mr. SYLVESTER. Yes, sir.

Commissioner GARRETSON. How much?

Mr. SYLVESTER. Five per cent has come from it; your bonus has come from it.

Commissioner GARRETSON. The bonus?

Mr. SYLVESTER. Yes, sir; 13 months' pay and 5 per cent has come from it.

Commissioner GARRETSON. That has all come out of these get-together meetings?

Mr. SYLVESTER. Yes; talks of the desires of the porters.

Commissioner GARRETSON. Then the porters have really gotten that benefit for the conductors on the cars?

Mr. SYLVESTER. The conductors have meetings the same way, but they are not joint meetings with the porters.

Commissioner GARRETSON. What run are you on now?

Mr. SYLVESTER. On the Century.

Commissioner GARRETSON. Where?

Mr. SYLVESTER. On the Twentieth Century.

Commissioner GARRETSON. Are you on duty to-day?

Mr. SYLVESTER. No, sir; not directly.

Commissioner GARRETSON. Indirectly?

Mr. SYLVESTER. Yes; indirectly.

Commissioner GARRETSON. That is all.

Chairman WALSH. You will be excused. Thank you.

Mr. Brewster.

TESTIMONY OF MR. W. H. BREWSTER.

Chairman WALSH. What is your name, please?

Mr. BREWSTER. Mr. W. H. Brewster.

Chairman WALSH. Where do you reside, Mr. Brewster?

Mr. BREWSTER. St. Louis, Mo.

Chairman WALSH. How long have you resided in St. Louis?

Mr. BREWSTER. Forty years.

Chairman WALSH. Born there, Mr. Brewster?

Mr. BREWSTER. Yes.

Chairman WALSH. You are a conductor for the Pullman Co., are you?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. What line do you run on at the present time?

Mr. BREWSTER. The Illinois Central, Chicago to St. Louis and return. The line is operated out of the St. Louis district.

Chairman WALSH. How long have you been a Pullman conductor?

Mr. BREWSTER. About seven years; after a year and a half in the service I resigned. I was out a year and then applied for reinstatement, and it required about 10 days, and I was back and had a regular run.

Chairman WALSH. Then, do I understand you have been in the service the last time for five and one-half years?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. Now, I wish you would first tell us the salaries that you have received, Mr. Brewster.

Mr. BREWSTER. Well, when I started to work they paid me at the rate, I believe, of \$70.

Chairman WALSH. And that continued for how long?

Mr. BREWSTER. For six months.

Chairman WALSH. And then?

Mr. BREWSTER. And after six months it was \$75, and beginning the second year it was \$80, and through the second year, and after the second year it was \$85, and after five years it was \$90.

Chairman WALSH. And you receive \$90 per month now, do you?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. And please state the runs you have had and upon which you have continued for some length of time.

Mr. BREWSTER. Yes, sir. Well, I would like to go back just a bit, please, Mr. Chairman.

Chairman WALSH. Yes.

Mr. BREWSTER. To say that after I had been out—when I left the service I was earning \$80, and when they reinstated me they allowed me that; that is, they started me in at \$80.

Chairman WALSH. They allowed you the year and a half you were out—\$80.

Mr. BREWSTER. Yes, sir. Work was a little short at St. Louis when I went to work, and in order to give me work I was transferred to Memphis, and I worked there a couple of months, and Mr. Leach—I was down there on a parlor car in order to give me work, and then I operated from St. Louis to Burrton, Kans., over the Frisco.

Chairman WALSH. To what?

Mr. BREWSTER. Over the Frisco.

Chairman WALSH. To Burrton?

Mr. BREWSTER. Burrton, Kans.; yes, sir; and we left St. Louis at 8.32, and I reported at the train at 7.30 and received passengers from 8 to 8.32; and I had three cars on that run. One car was Oklahoma City, and another Joplin, and a through car; the Burrton car, and went through. Now, the relife on that run, when I left St. Louis I divided watch with the through car—with the Burrton car. The porter went to bed about 10.30 and he got up at 2.50, and that allowed him until 3 o'clock, 10 minutes, to get his bed put away, so he would be on the job; and I retired, and on that run I got up at 6 o'clock in the morning, because I set out that Oklahoma City car at Monett, Mo. That was 6 o'clock, to get up and see that the car was set out properly, and the porters on the other two—

Chairman WALSH. How long did it take you to make the trip to Burrton?

Mr. BREWSTER. Until 4.32 that afternoon of the second day. The porters on the Oklahoma City car and the Joplin car were on watch all night, and arrived at Joplin at 8.30 in the morning, and the Joplin car was set out and we went on to Burrton, and arrived at Burrton at 4.32 that afternoon. Now, on that run we had breakfast and dinner on the diner—the porter and I. The service on there—they gave us meals for a quarter. That is, Fred Harvey service, the meals that the passengers got. It was no short meal, but go in and order whatever you wanted. Well, we had breakfast and dinner on that car—on the diner; and at Burrton we had—at 4.32 in the afternoon; that is, where we were off, and we would have supper at the restaurant.

Chairman WALSH. A Harvey restaurant?

Mr. BREWSTER. No, sir; it was just a Santa Fe eating house. We laid over there from 4.32 until 12 noon the next day; slept in the car, the porter and I. Then we arrived—that is a half-day run from Burrton to Joplin, and we arrived there about 9 that night and picked up the Joplin car, and we divided watch on the eastbound trip in the same way. I relieved the porter and he relieved me, and we also had two meals on the diner northbound for a quarter apiece. I arrived in St. Louis at 7.50 that morning, and took out the same night at 8.32; and on that run the mileage was, I think, 536 miles; that is, 1,072 for the round trip. And we doubled out of St. Louis on that trip, but they gave us 36 hours off at home three times a month.

Chairman WALSH. How long did you have that run?

Mr. BREWSTER. I had that run nine months, and it was not considered a preferred run on account of the doubling-out feature at home on a 1,072-mile run. The lay-over is really better on the other end, away from home, than at home. That is the reason it is not a very desirable run. Of course, I was new in the service and of course I could not expect too much.

Chairman WALSH. What was your next run?

Mr. BREWSTER. Well, the next run, I made a few trips to Denver over the Burlington; left St. Louis at 2.30 in the afternoon and got to Denver—well, the season I ran was a busy season. We handled three cars on that run. There was extra heavy travel. It was the summer season in June.

Chairman WALSH. You ran from St. Louis to Denver?

Mr. BREWSTER. From St. Louis to Denver.

Chairman WALSH. What time did you leave? Just describe as briefly as you can what time you left and about the lay-over hours, and about the rest and these other details.

Mr. BREWSTER. At 2.30 in the afternoon, and got to Denver in the afternoon of the next day about 4.30; and I divided watch with the porter of one of the cars, and out of St. Joe we got a relief porter. We arrived at St. Joe, Mo., about midnight. The relief porter—swing porter, we called him—would relieve one of the other porters on the other car three hours, and relieve the other man; so that gave us relief, and we laid over from 4.30 in the afternoon of the second day until, as I recollect, about noon the next day. Well, our sleeping quarters at that time was in the conductor's room—that is, the room next to the conductor's room—and I slept there at night. I had a night off there.

Chairman WALSH. Well, just describe the sleeping quarters, Mr. Brewster.

Mr. BREWSTER. Yes; there was six cots in there, and there was running water; no bath. And I slept all right. It was nighttime.

Chairman WALSH. Any noise?

Mr. BREWSTER. No; no annoyance at night; my porter slept in the car. But on that run we had three meals on the diner, supper the day leaving and breakfast the next morning and lunch the next noon, and the same way returning, and the mileage on that—well, I don't know exactly.

Chairman WALSH. What would you say it cost you to live on that run—your personal expenses?

Mr. BREWSTER. Well, on that run they would give us a half rate, and the steward—I would eat with him and he would kind of ease over a little piece to me once in a while, and I had a good meal. It was good. It was a good run to run on for food.

Chairman WALSH. Well, I would like to get approximately how much it cost you if you really paid one-half, you know, of the regular charge.

Mr. BREWSTER. Well, 25 cents a meal—three meals.

Chairman WALSH. Well, on the dining car, where you paid half, why, you could get a meal for 25 cents?

Mr. BREWSTER. I did on that line; other lines I have run on that I couldn't get that.

Chairman WALSH. I ask you now to leave out any favor that might be shown you by the steward, and say what is the cost to you?

Mr. BREWSTER. The meal would cost me a quarter on that run; that is, each meal.

Chairman WALSH. Without any—

Mr. BREWSTER (interrupting). Without anything gratuitous, as I would order as much, for instance, order meat and potatoes, that is what they charged you for, and they would give you the coffee and bread and butter.

Chairman WALSH. That is, they gave that to anyone?

Mr. BREWSTER. That is, he would not put that on the check.

Chairman WALSH. Well, why would he not put that on the check?

Mr. BREWSTER. Well, because it was not—they asked you not to put it on there.

Chairman WALSH. And that is extended to all the conductors?

Mr. BREWSTER. Well, that applied to me—I don't know anything—I expect it was; I was only an extra man on there for a month, as I remember.

Chairman WALSH. Well, what would you say it cost you per day to live.

Mr. BREWSTER. Well, for the round trip on the road?

Chairman WALSH. Yes.

Mr. BREWSTER. Well, I had supper and breakfast.

Chairman WALSH. Did you ever figure out how much a month it cost you while you were away from home on that run?

Mr. BREWSTER. I never figured it out; no, sir.
 Chairman WALSH. Well, can you approximate it now?
 Mr. BREWSTER. Yes, sir.
 Chairman WALSH. Well, about how much?
 Mr. BREWSTER. It costs me about \$3.
 Chairman WALSH. Three dollars for what?
 Mr. BREWSTER. Three dollars for the round trip.
 Chairman WALSH. And how many round trips would you make per month.
 Mr. BREWSTER. Well, I did not run long enough on that for it to be a regular thing for me to memorize it. It was just a month I ran there.
 Chairman WALSH. You just worked there a month?
 Mr. BREWSTER. Yes, sir.
 Chairman WALSH. Do you know how many round trips you made in the month?
 Mr. BREWSTER. No; I could not say. The months did not end up even.
 Chairman WALSH. Well, now, give us some other run you were on.
 Mr. BREWSTER. Well, then I left the service.
 Chairman WALSH. Well, you came back?
 Mr. BREWSTER. Yes. Bear in mind I went down one night, and I told them I had a job, and if I wanted to take the job I would have to take it the next day; and I did not see the Pullman Co. for six weeks, and I had my pay coming. That was in July—the last of June or July. And the next July I had a vacation from the wholesale house I worked for, and I had been wanting to get back on the road, and I thought I would step in and see Mr. Cook, the superintendent. And I told him I would like to come back, and I told him I had a good job and did not want to work myself out of it. So he concluded to give me the job back that I had resigned from. So he told me to come in in a couple of days, and I came in and he said he could reinstate me, and I resigned my position.
 Chairman WALSH. What road were you put on then?
 Mr. BREWSTER. Then I ran on the Big Four to Cleveland. That lay-over on that run was all at St. Louis.
 Chairman WALSH. What time did you leave St. Louis?
 Mr. BREWSTER. I left St. Louis at 11.45—
 Chairman WALSH (interrupting). P. m.?
 Mr. BREWSTER (continuing). P. m. Received passengers at 9.30—
 Chairman WALSH. And arrived—
 Mr. BREWSTER (interrupting). And arrived at Cleveland the next night at 10.15; and I went to bed on that run and relieved the porter—only one car.
 Chairman WALSH. How long did you run on that road?
 Mr. BREWSTER. A year and a half.
 Chairman WALSH. A year and a half. Now, what did it cost you to live while you were on that road? What road was that, please—St. Louis to Cleveland?
 Mr. BREWSTER. That was the Big Four.
 Chairman WALSH. The Big Four?
 Mr. BREWSTER. Yes. It cost me \$1.50 a trip.
 Chairman WALSH. Round trip?
 Mr. BREWSTER. Round trip, yes, sir; for my meals.
 Chairman WALSH. How many meals did you take on that?
 Mr. BREWSTER. Well, I had two meals each day. I would get to Cleveland at 10.15 the second night, and laid over there until 3 o'clock the next morning.
 Chairman WALSH. Now, what did it cost you to live, per month, while you were on the road, running on the Big Four?
 Mr. BREWSTER. Well, I might say it cost me about eleven or twelve dollars a month.
 Chairman WALSH. Eleven or twelve dollars a month?
 Mr. BREWSTER. Yes, sir.
 Chairman WALSH. Now, where did you sleep in Cleveland?
 Mr. BREWSTER. Slept in the hotel.
 Chairman WALSH. Well, did you have to pay anything—
 Mr. BREWSTER (interrupting). Yes.
 Chairman WALSH. Or was it free? What did you have to pay?
 Mr. BREWSTER. It cost me 25 cents a night. The dining-car conductor slept in there—two beds. There was always a crew there every night. He made us a rate. It was a second-class hotel, but it was clean, and it answered our purpose—clean and close to the depot.

Chairman WALSH. How many nights per month were you there?

Mr. BREWSTER. Well, I expect about eight.

Chairman WALSH. And you were there for a year and a half?

Mr. BREWSTER. Yes.

Chairman WALSH. Now what was your salary while you were running there?

Mr. BREWSTER. Eighty-five dollars.

Chairman WALSH. Do I understand you to say you are a married man?

Mr. BREWSTER. Well, not at that time?

Chairman WALSH. Are you a married man now?

Mr. BREWSTER. Yes.

Chairman WALSH. Any family?

Mr. BREWSTER. Yes; I have a boy 4 years old.

Chairman WALSH. But you live in St. Louis, I believe you stated?

Mr. BREWSTER. Live in St. Louis.

Chairman WALSH. Now, you heard what was said here as to the cost of living, and I would like you to make the same estimate, if you will, as the gentleman that I examined here this afternoon, Mr. Bourke, I believe.

Mr. BREWSTER. Yes, sir.

Chairman WALSH. Now, what house rent do you pay?

Mr. BREWSTER. I pay \$13 a month.

Chairman WALSH. And what has your living away from home cost you?

Mr. BREWSTER. Well, I have been on a one-night run for four years, and now my expenses up here when I leave home—I leave St. Louis in the evening, and I have got a thermos bottle and I like a midnight lunch. I am up all night. And I don't say I take my lunch for economy, but I can't get anything as good on the road; no place to eat but these lunch counters. I take a lunch and the thermos bottle and I get here to Chicago and I have a breakfast; at the Illinois Central Station, they give us a rate card, and they give you an item that costs 20 cents, give it to you for 15 cents, and something that costs a dime they will give it to you for a nickel. Well, my breakfast costs me sometimes—well, 15 cents—oatmeal and a glass of milk.

Chairman WALSH. Well, if you could put it all together and let me sketch it a little more rapidly, Mr. Brewster.

Mr. BREWSTER. Yes.

Chairman WALSH. What would you say it costs you per month for you to live away from home?

Mr. BREWSTER. Ten dollars would cover it easily.

Chairman WALSH. And your rental is \$13 per month?

Mr. BREWSTER. Thirteen dollars; yes, sir.

Chairman WALSH. What is your grocery bill?

Mr. BREWSTER. Well, my grocery bill per month would be about—

Chairman WALSH (interrupting). That is, provisions for your family—groceries and meats.

Mr. BREWSTER. Would be about \$18.

Chairman WALSH. Does the \$13 rental include fuel and light.

Mr. BREWSTER. No, sir.

Chairman WALSH. What do you pay for fuel?

Mr. BREWSTER. Well, my gas is about \$1.50 a month—illuminating and fuel.

Chairman WALSH. You use gas for fuel, altogether, do you, Mr. Brewster?

Mr. BREWSTER. Yes.

Chairman WALSH. A dollar and a half a month?

Mr. BREWSTER. Well, not altogether; no, sir; I will correct that. In the winter I use a stove.

Chairman WALSH. Coal stove?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. And what does the coal cost you?

Mr. BREWSTER. Twelve dollars in the winter season. That would be about six months.

Chairman WALSH. You pay \$1 a month for coal, then, spread over the whole year?

Mr. BREWSTER. Well, yes; that would be \$2 a month for the six months.

Chairman WALSH. Do you have any help at home?

Mr. BREWSTER. No help; no, sir.

Chairman WALSH. Any laundry expense?

Mr. BREWSTER. Well, the only laundry I have is my collars. My wife launders my shirts and does the other laundry work.

Chairman WALSH. What would it amount to per month?

Mr. BREWSTER. Well, it would amount to about 30 cents a month.

Chairman WALSH. Do you have any other items of expense outside of clothes? Are you insured?

Mr. BREWSTER. Yes; I am insured.

Chairman WALSH. For how much?

Mr. BREWSTER. Well, I am insured—I carry a cumulative policy; it amounts to about \$6,000 and costs me \$18 per year.

Chairman WALSH. Is that the total cost to you of insurance, \$18 per year?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. Do you pay dues into any religious organization, or anything of that kind?

Mr. BREWSTER. Well, no more than the contributions.

Chairman WALSH. I mean church contributions?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. How much would that amount to per month?

Mr. BREWSTER. Well, I might say a quarter a month.

Chairman WALSH. A quarter a month?

Mr. BREWSTER. Twenty-five cents.

Chairman WALSH. Do you belong to any fraternal organization?

Mr. BREWSTER. No, sir.

Chairman WALSH. Do you think of any other—oh, your uniform. What do you pay for your uniform and cap?

Mr. BREWSTER. Well, I think the last I paid was \$19.75.

Chairman WALSH. And do you have two uniforms—winter and summer?

Mr. BREWSTER. No; I wear a uniform a year—I wear a medium weight.

Chairman WALSH. And that costs you \$19.50 a year?

Mr. BREWSTER. Nineteen dollars and seventy-five cents.

Chairman WALSH. Nineteen dollars and seventy-five cents?

Mr. BREWSTER. And \$1.50 for a cap.

Chairman WALSH. A dollar and a half a month stretched over a year. Now, do you recall any other items of expense you have other than clothing?

Mr. BREWSTER. Yes; what you might call miscellaneous—might call that clothing—

Mr. WALSH (interrupting). Well, leaving out the clothing for the present.

Mr. BREWSTER. Well, miscellaneous we will say.

Chairman WALSH. Do you smoke?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. Cigars?

Mr. BREWSTER. Pipe; that is all I buy.

Chairman WALSH. What does that cost you a month?

Mr. BREWSTER. It costs me about 30 cents a month.

Chairman WALSH. Now, what other incidentals do you have in mind—medical attention—

Mr. BREWSTER (interrupting). Yes; I have had quite a good bit.

Chairman WALSH. About how much would that cost extend over the year?

Mr. BREWSTER. About \$20 a year.

Chairman WALSH. A year; that would be approximately something under \$2 a month—say \$1.75.

Commissioner O'CONNELL. Does that include dental services, too?

Mr. BREWSTER. Well, I am having a little of that expense right now. I might make an addition there right now, but that does not occur every year.

Chairman WALSH. Well, would \$2 a month cover the dental services, too?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. Now, you have to purchase toilet articles and things of that kind?

Mr. BREWSTER. Yes.

Chairman WALSH. Do you include those in the incidentals? About how much a month would that be?

Mr. BREWSTER. Be about 50 cents.

Chairman WALSH. You furnish your own house, of course?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. How many rooms do you have?

Mr. BREWSTER. I have four.

Chairman WALSH. And where do you live in St. Louis?

Mr. BREWSTER. I live on North Market Street, out in the suburbs. I live in a cottage 5709 North Market Street.

Chairman WALSH. You have car fare to pay?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. Street car fare?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. That would amount to about how much, would you say; that is, for yourself and family?

Mr. BREWSTER. Well, I might say \$1.50 a month.

Chairman WALSH. Are you a drinking man?

Mr. BREWSTER. No, sir.

Chairman WALSH. Teetotaler?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. Now, is there any other fixed item of expense you can recall?

Mr. BREWSTER. Well, you have got the clothing down there, have you?

Chairman WALSH. No; I have not got the clothing down.

Mr. BREWSTER. You have not come to that yet.

Chairman WALSH. No.

Mr. BREWSTER. Well, I might say amusement.

Chairman WALSH. Yes; amusements.

Mr. BREWSTER. About \$2 a month.

Chairman WALSH. Now, if you can not think of any other fixed charge, what would you say that your expense for clothing would be for yourself and family?

Mr. BREWSTER. Well, I would say \$50 a year.

Chairman WALSH. Fifty dollars a year?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. That would be \$4 a month—a little over \$4 a month?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. That \$50 a year—that would be including clothing for yourself, your wife, and two children?

Mr. BREWSTER. Yes.

Chairman WALSH. Do you own any property?

Mr. BREWSTER. No, sir.

Chairman WALSH. No property?

Commissioner LENNON. One child, I think he said.

Chairman WALSH. Oh, one child?

Mr. BREWSTER. Yes; a boy.

Chairman WALSH. Have you accumulated anything since you have been in the service?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. You saved some money?

Mr. BREWSTER. Yes, sir.

Chairman WALSH. How much per month would you say that you saved?

Mr. BREWSTER. Well, sometimes more than others, because the expense is distributed out—sometimes have more—

Chairman WALSH. For instance, illness, doctor bills, and so forth; I can see.

Mr. BREWSTER. Yes.

Chairman WALSH. Well, how much would you say, take it year in and year out, say for three years you have been running steadily?

Mr. BREWSTER. Well, I could give you the savings in a year—would average about \$300 a year.

Chairman WALSH. About \$300 a year?

Mr. BREWSTER. Yes.

Chairman WALSH. At this point we will now stand adjourned.

Commissioner BALLARD. May I ask just a question?

Chairman WALSH. Commissioner Ballard has one question.

Commissioner BALLARD. Just one question. That was, just after you left the Pullman service, you went to work for a private firm, and then you went back to the Pullman service?

Mr. BREWSTER. Yes, sir.

Commissioner BALLARD. Now, do you find the conditions and wages and salary you got from the Pullman Co. about the same as in ordinary business—your friends, for instance, in business—do they make more than you do or about the same?

Mr. BREWSTER. About the same.

Commissioner BALLARD. The conditions, then, and the pay are about the same or as good as that of your friends and of yourself when you worked in other business?

Mr. BREWSTER. Well, pardon me; this job I left—I had been working on the job 18 years, and they were paying me more than when I came back; and that was put up to me by the superintendent. He wanted to know why I wanted to come back and work for the Pullman Co. when I had a job I was giving up that was paying me more money.

Commissioner BALLARD. Why did you?

Mr. BREWSTER. Because it was more desirable; I thought it more pleasant, and I came in contact with nice people, and there was something I liked.

Chairman WALSH. We will stand adjourned until 10 o'clock to-morrow morning.

(Thereupon, at 4.40 p. m., Tuesday, April 6, 1915, an adjournment was had until 10 o'clock the following morning, Wednesday, April 7, 1915.)

TESTIMONY OF F. B. DANIELS.

CHICAGO, ILL., *Wednesday, April 7, 1915—10 a. m.*

Present: Chairman Walsh; Commissioners Lennon, Aishton, O'Connell, Ballard, and Garretson.

Chairman WALSH. Mr. Robert T. Lincoln. Is Mr. Lincoln present?

Mr. F. B. DANIELS. I should like to present a communication from him.

Chairman WALSH. Very well. Are you Mr. Daniels?

Mr. DANIELS. There is an inclosure in that. I am Mr. Daniels; yes, sir.

Chairman WALSH. I will say, Mr. Daniels, that we have a telegram from President Runnells, saying he is also ill. So the commission will take this up as a whole and notify you later what action will be taken. I will simply say this, that some arrangement will have to be made for taking the testimony of either Mr. Runnells or Mr. Lincoln.

Mr. DANIELS. I wish to say to your honor that I understood from Mr. West that you had—that the chairman had—accepted Mr. Runnell's request in this matter, and he would not be required here now.

Chairman WALSH. That was done, but that was at the time a subpoena was served upon Mr. Lincoln; and we were notified by the vice president here that Mr. Lincoln would be here on Saturday. Now, I will say this, that the commission has concluded to put over the further hearing of the Pullman matter on account of the intervention of the Illinois Central matter until next Saturday morning at 10 o'clock; and I will call the commission together, and they will take some action on this matter before that time. So that the further hearing upon the Pullman matter will be postponed until next Saturday morning at 10 o'clock. All the witnesses now in attendance will please report here at 10 o'clock Saturday morning without further notice on subpoena.

(The hearing of this matter was thereupon continued until Saturday, April 10, 1915, at 10 a. m.)

Chairman WALSH. Mr. Daniels, I have another suggestion to make, and probably I had better make it to you.

We have received a communication from a committee of conductors, who claim that they are all running, and they undertake to present their own objections to their conditions, and it is done apparently in a very orderly way, and I thought it might be proper and fair to submit a copy of this to you, so that you might check it up, and upon next Saturday morning you might have whomsoever you may select reply to that; and you may obtain a copy of that from Mr. Brown, the secretary, after it is copied. It seems to epitomize that very, briefly.

(See p. 9681 for Statement of Pullman Conductors.)

CHICAGO, ILL., *Friday, April 16, 1915—2 p. m.*

Acting Chairman LENNON. We will now resume. Is Mr. Daniels, of the Pullman Co., here?

Mr. DANIELS. Yes.

Acting Chairman LENNON. I understand you want to file a document in reply to something that was submitted here before?

Mr. DANIELS. Yes, Mr. Chairman.

Acting Chairman LENNON. Just hand it to the stenographer.

Mr. DANIELS. It is in response to a request of the chairman. I have a witness here to answer certain statements in a paper of which the chairman furnished us a copy, but I have been informed by Mr. West, of the commission, this morning that the hearing was over, and that we would have no chance to submit further testimony except that of Mr. Lincoln, and Mr. Hungerford has gotten this up and signed it, and I wish it to be made a part of the record.

Acting Chairman LENNON. Very well; it will be done.
 (Said communication so referred to and submitted in evidence by witness appears at the end of this subject under the title "Reply of Mr. Hungerford to complaints of Pullman conductors." See p. 9689.)

WASHINGTON, D. C.,
Tuesday, May 4, 1915—2 p. m.

Chairman WALSH. Now, Mr. Lincoln, will you kindly take the chair?

TESTIMONY OF MR. ROBERT T. LINCOLN.

Chairman WALSH. Will you please state your name?

Mr. LINCOLN. Robert T. Lincoln.

Chairman WALSH. And where do you reside, Mr. Lincoln?

Mr. LINCOLN. Washington City.

Chairman WALSH. How long have you resided in Washington City?

Mr. LINCOLN. Well, I should say—I should call it four years.

Chairman WALSH. And what is your present official position with the Pullman Co.?

Mr. LINCOLN. I am a member of the board of directors of the Pullman Co. and chairman of the board of directors.

Chairman WALSH. Have you occupied any other official positions in that company; and if so, please detail them?

Mr. LINCOLN. I was president of the Pullman Co. from the time—shortly after the death of Mr. Pullman, in October, 1897, until, I think, May 11, 1911, when I retired on account of ill health.

Chairman WALSH. Had you occupied any position prior to being president of the company?

Mr. LINCOLN. Not officially; but I was a member of a firm of lawyers in Chicago who were special counsel to the Pullman Co., and I was perhaps a very special counsel, say, in 1894, being so much so as to have an office in the Pullman Building.

Chairman WALSH. But you had no official connection; you were not on the board of directors at that time?

Mr. LINCOLN. No, sir.

Chairman WALSH. What is the present capital stock of the Pullman Co.?

Mr. LINCOLN. One hundred and twenty millions of dollars.

Chairman WALSH. And how much of that capital stock is still in the possession of the company?

Mr. LINCOLN. I am sorry to say that I can not answer that. We have quite a large block of stock which has been bought in in the course of our 50 years—nearly 50 years—existence. It amounts—

Chairman WALSH (interrupting). I have a memorandum which might refresh your memory.

Mr. LINCOLN. Yes; perhaps I could tell—

Chairman WALSH (interrupting). The memorandum shows \$3,400,000—

Mr. LINCOLN. That would be 30,000 shares.

Chairman WALSH. Yes.

Mr. LINCOLN. I think probably that would be about right.

Chairman WALSH. What is the bonded indebtedness of the Pullman Co.?

Mr. LINCOLN. There is none.

Chairman WALSH. What dividends have been paid upon the stock during recent years, we will say from 1900 to date?

Mr. LINCOLN. The rate, sir?

Chairman WALSH. Yes, sir.

Mr. LINCOLN. Eight per cent per annum.

Chairman WALSH. And that has been paid on all outstanding stock, including the stock that is in your possession?

Mr. LINCOLN. Yes, sir. It is perhaps a trivial thing—there are a few scrip pieces outstanding for which stock has not yet been issued that result from persons having what is called fractional scrip that has not been united together to form stock. I think that the dividends on those amount to—would amount to, if they were coagulated—to \$100 a year, or something like that; very trivial.

Chairman WALSH. Do you recall when the last issue of stock for cash was made, Mr. Lincoln?

Mr. LINCOLN. No, sir. But let me think a moment. Oh, yes, sir; yes, sir. Well, would you call cash when we purchased the Wagner Co. property—the Wagner Co. property—

Chairman WALSH (interrupting). I would rather have you explain it, because I probably could not draw a proper conclusion myself.

Mr. LINCOLN. Well, would you allow me—

Chairman WALSH (interrupting). Yes. I believe, first, Mr. Lincoln, I would not call that cash, but—

Mr. LINCOLN (interrupting). All right, sir.

Chairman WALSH. But you may make that statement, if you will, sir, in your explanation.

Mr. LINCOLN. Well, I am sorry to say that I have not the basis to give you the dates of the last issue of stock for cash; but at the time of the purchase of the property and assets of the Wagner Co., which was in December, 1899, and fixed as of January 1, 1900, the capital stock of the Pullman Co. was \$36,000,000, or, before that, I beg pardon, it had been \$36,000,000, which had been made up of \$32,308,000, in round numbers, of cash and \$2,000,000 issued in exchange for outstanding bonds—the company at one time had bonds—and the purchase of about \$1,135,000 of cars in 1868 to 1870 from various railroad companies—the Chicago, Burlington & Quincy, the Chicago & North Western, the Hannibal & St. Joe, J. J. Smith, and then some property from the Central Transportation Co., and then from the Pullman's Southern Car Co. That was in 1870. It stood in that way up to 1899. Now, that \$36,000,000 was made up of those items which are given you, and the addition—

Chairman WALSH (interrupting). That is \$32,700,000 cash?

Mr. LINCOLN. Six hundred thousand dollars.

Chairman WALSH. Six hundred thousand dollars?

Mr. LINCOLN. Yes.

Chairman WALSH. And, pardon me, what was the other five thousand—

Mr. LINCOLN. Then, there was a little more than \$2,000,000 issued in exchange for bonds of the company which had been issued, and then a little over \$1,100,000 for cars—excuse me, sir, I will get a piece of paper which will enable me to congregate that—

Chairman WALSH (interrupting). May I give you a scratch pad—

Mr. LINCOLN (continuing). No; I have those data down here, if I can get at them. The cost of those, the cost of that stock which I have now given you, amounted to something very near \$36,000,000, which, in the course of the transaction—there were some book entries of stock which had been sold for more than par, and one or two or three or four other items, the exact details of which I don't know; and those were all balanced into the stock account and surplus account, leaving the stock account \$36,000,000, so that that was then regarded as the stock issue of the company.

Chairman WALSH. That was in eighteen—

Mr. LINCOLN (interrupting). Well, it was before 1898. That is the way it stood in 1898.

Chairman WALSH. Yes.

Mr. LINCOLN. Then, in 1898, we increased the capital stock. Then, in 1899, we issued \$20,000,000 for the property and assets or stock for the property and assets of the Wagner Palace Car Co.—the Wagner Co. Then there was—before that, in 1898, the capital stock, there being \$36,000,000, there was a stock dividend made out of the accumulated surplus of the company of \$18,000,000.

Chairman WALSH. That was in 1898?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. That was a 50 per cent dividend, approximately?

Mr. LINCOLN. That was a 50 per cent dividend in 1898.

Chairman WALSH. And that was a cash dividend?

Mr. LINCOLN. No, sir; a stock dividend.

Chairman WALSH. I see; yes, sir.

Mr. LINCOLN. There was a cash dividend also.

Chairman WALSH. What was it?

Mr. LINCOLN. Twenty per cent—\$7,200,000.

Chairman WALSH. So, in August, 1898, an extra dividend of cash was declared, amounting to—

Mr. LINCOLN. Seven million two hundred thousand dollars.

Chairman WALSH. And in the same year a dividend in stock distributed amounting to \$18,000,000?

Mr. LINCOLN. Yes, sir; it increased the capital stock to \$54,000,000. Then came—in 1899 came the purchase of the Wagner property, \$20,000,000; that increased the stock to \$74,000,000, and in November, 1900, there was a stock dividend out of surplus of \$26,000,000, which increased the capital stock to

\$100,000,000. Then, in March, 1910, there was a stock dividend out of surplus of \$20,000,000 that increased the stock to \$120,000,000, as it now stands.

Chairman WALSH. What was the purpose of these stock dividends, Mr. Lincoln?

Mr. LINCOLN. It was to capitalize the surplus, the surplus of the company which had been earned but which was invested in cars and property of the company.

Chairman WALSH. And then, after the dividends, you have been paying dividends on that increased stock ever since?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. And have been paying 8 per cent since 1900, I believe you stated?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. Now, during the whole life of the Pullman Co., will you please give us the minimum and maximum dividends that were paid?

Mr. LINCOLN. I could not go back to the very beginning and tell you, Mr. Chairman, when the dividends began to be paid, but I think the dividends were always 8 per cent, except for a short period before the purchase of the Wagner property, when the dividend was reduced for one or two quarters—I am not sure which—to 6 per cent.

Chairman WALSH. And that would only apply for that length of time, probably?

Mr. LINCOLN. I think I am right about it.

Chairman WALSH. What is the present surplus of the Pullman Co.?

Mr. LINCOLN. Of course I have to give it to you, sir, as it was at the end of the last fiscal year. The present surplus is \$5,671,335.92.

Chairman WALSH. What is your reserve and adjustment accounts?

Mr. LINCOLN. The amounts of them?

Chairman WALSH. Yes, sir; first, what are they; what do they consist of?

Mr. LINCOLN. Oh, consist of property of the company.

Chairman WALSH. Consist of property of the company?

Mr. LINCOLN. And, of course, securities and cash in the bank and mainly in property of the company, such as cars.

Chairman WALSH. Why do you call it a reserve and adjustment account?

Mr. LINCOLN. I don't know the use of the special word "adjustment," but the use of "reserve" is, our cars are depreciating in value, and at some time they will be wiped out.

Chairman WALSH. At the close of your last fiscal year what amount was in the reserve and adjustment accounts?

Mr. LINCOLN. I have not the figures here to give you that, sir. Oh, in amount; I beg your pardon, sir. The prices in this printed financial statement of the company, the reserve for depreciation at that time, was \$32,520,549.50.

Chairman WALSH. Now, what action is taken with reference to setting those accounts aside and making the difference between the surplus account and reserve and adjustment accounts? What account is taken by your company and by whom?

Mr. LINCOLN. It is taken by the board of directors; the accounts are made up, approved by the board of directors at the end of the year. The amount to be set off out of profits of the year to depreciation account. It is to take care, Mr. Commissioner, of the cars that are in use—our sleeping cars going out of service.

Chairman WALSH. What would you say as to the amount—\$32,000,000—being enough or more than enough to provide for future necessities?

Mr. LINCOLN. I don't think it is enough. I can not tell you. It is not enough; that I am sure. I could not say how much it is short, but it is certainly not enough, in my opinion; that is necessarily an estimate, owing to the conditions of things like this: We have now about 7,000 cars, of which 3,300 are wooden standard cars—I am talking in round numbers now—2,500 of the new steel cars, all of which were built in the last few years, and about 1,000 of the steel reinforced cars; that is steel underframes, steel vestibules, and steel outsides, but the inside is not steel, and the question as to what is the value of these wooden cars, of which there are still 3,500, which are going out of service and becoming useless to us as assets to the company, which we can hardly tell.

Chairman WALSH. Has computation ever been made as to the total amount of dividends that have been paid to stockholders of the Pullman Co. since the institution of the company?

Mr. LINCOLN. Yes, sir.
 Chairman WALSH. Please give me the amount?
 Mr. LINCOLN. One hundred and fifty-nine million one hundred and sixteen thousand seven hundred and seventy-five dollars and eighty-two cents.
 Chairman WALSH. Does that include that extra cash dividend of \$7,200,000?
 Mr. LINCOLN. Yes, sir.
 Chairman WALSH. Does it include the stock dividends?
 Mr. LINCOLN. No, sir.
 Chairman WALSH. What is the first amount of cash dividends?
 Mr. LINCOLN. Of the total cash dividends?
 Chairman WALSH. Yes, sir.
 Mr. LINCOLN. I hope I have added this correctly—\$159,116,775.82.
 Chairman WALSH. And you say that that includes the dividend of \$7,200,000?
 Mr. LINCOLN. Yes, sir.
 Chairman WALSH. Well, we will have that checked back. Mr. Lincoln, with the investigators of our commission, who have this in charge and have that included, there may be some error.
 Mr. LINCOLN. I have included it in my addition. I might say that that is not entirely from sleeping-car operations.
 Chairman WALSH. From your manufacturing operations also?
 Mr. LINCOLN. I beg your pardon, sir. Well, I will put it this way, rather. Don't take down what I first said. That we have a sleeping-car business and a manufacturing business.
 Chairman WALSH. And this includes all of it, does it?
 Mr. LINCOLN. That includes all the dividends that have been paid, leaving out the question of where the dividends came from, and it includes the amount of dividends paid by the company from all sources.
 Chairman WALSH. Now, the stock dividend amounted to how much in the same time?
 Mr. LINCOLN. That amounts to \$64,000,000.
 Chairman WALSH. That would make approximately \$223,000,000 in dividends?
 Mr. LINCOLN. Yes, sir.
 Chairman WALSH. Now, what were the total assets of the Pullman Co. behind this stock issue at the end of your last fiscal year?
 Mr. LINCOLN. The estimated assets, Mr. Chairman, it requires, of course, a segregation of things. Here is a complete printed statement of it.
 (The statement referred to by witness, issued by the Pullman Co. for the fiscal year ending July 31, 1914, was submitted in printed form.)
 Chairman WALSH. What is the total of the assets?
 Mr. LINCOLN. The total of the assets is \$133,917,261.86.
 Chairman WALSH. That covers how many years, Mr. Lincoln?
 Mr. LINCOLN. Since 1867; 48 years.
 Chairman WALSH. Now, let me see; for instance, there was \$36,000,000 in cash paid for stock?
 Mr. LINCOLN. With that little explanation I made; one or two or three hundred thousand dollars balances of accounts and part of which is surplus and part stock, as I stated.
 Chairman WALSH. Now, there was \$20,000,000 added to that, I believe you stated, when the Wagner Co. was added?
 Mr. LINCOLN. There was \$78,000,000 added before that, and then the Wagner purchase added after that.
 Chairman WALSH. What did the Wagner purchase amount to?
 Mr. LINCOLN. Twenty million dollars.
 Chairman WALSH. And that amount was paid out in stock for the Wagner property?
 Mr. LINCOLN. Yes, sir.
 Chairman WALSH. During your incumbency as the president of this company, Mr. Lincoln, were you in close touch with the detail of operations in the car-service department?
 Mr. LINCOLN. Oh, no, sir.
 Chairman WALSH. What did you have to do with that?
 Mr. LINCOLN. Well, we think we have a pretty good staff, you know; and I naturally depend upon the staff for it. Mr. Garcelon, I think, was general superintendent at that time. He has now retired from the service. I saw Mr. Garcelon every day in my office.
 Chairman WALSH. You both had offices in the Pullman Building?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. State your duties as chairman of the board of directors at the present time?

Mr. LINCOLN. Well, they are largely advisory, sir; I retired on account of ill health, when it became impossible for me to perform the duties of president; I could not do it.

Chairman WALSH. Do you meet with the board of directors from time to time?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. And preside over them?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. Who is the president of the company at the present time?

Mr. LINCOLN. John S. Runnells.

Chairman WALSH. Please state to the commission the salaries paid to conductors and porters when you first became an officer of the company.

Mr. LINCOLN. I think I can do that. [Witness examines papers.] I can only tell you, sir, indirectly, because I have not here a memorandum showing what they were when I became president, which was in 1897. In 1902 there was a raise made to them which, I think, was about \$5 a month in each schedule; for instance, \$65 to \$70; \$70 to \$75. In 1902 for the first six months' service the rate was made \$70 per month, and I think that was increased from \$65; as to the others, I am not quite sure. I have no data here to give the exact figures at the time I became president.

Chairman WALSH. As the chairman of the board of directors, and as a director, do these conditions of employment and the salaries of porters and conductors engage your attention?

Mr. LINCOLN. You mean, do I think of them?

Chairman WALSH. Yes; and do you take them up for determination?

Mr. LINCOLN. I do not know as I have discussed them in the board for a long time. I have had some thought of conductors and porters as well, and I may as well say frankly that I think there ought to be some raise in the salaries of conductors, but I do not think it ought to be a great deal. It is a very easy duty, and we have a great many applicants for the places, far more than we have vacancies. Does that answer your question?

Chairman WALSH. Yes; it does very fully. What is the history of your company, as it came under your observation, with reference to the attempts of the men working for you to organize to improve their conditions, or to endeavor to?

Mr. LINCOLN. I never heard anything of it until this investigation.

Chairman WALSH. You never heard there was any attempt to organize?

Mr. LINCOLN. No, sir; not in all my time; not the slightest.

Chairman WALSH. What changes have there been in salaries paid to your car-service employees, say, in the last 10 years?

Mr. LINCOLN. The exact details of that were, I think, given; there was, I know, an increase made by which our conductors on our special trains get \$100 a month. There was one change made, of which I have not the details here, of a month's salary at the end of the year for good service, that Mr. Hungerford testified to as to the details of that. I do not find any memorandum of other changes, except I know, as a fact, that the conductor's salary, for instance, on such a train as the Broadway Limited and the Twentieth Century Limited was made \$100 a month in 1895.

Chairman WALSH. What is the value of your capital stock at the present time? I believe I omitted to ask you that question when we were on that topic.

Mr. LINCOLN. In the stock market?

Chairman WALSH. Yes; what is it listed at now?

Mr. LINCOLN. Well, I think 160, or something like that, I suppose; it fluctuates.

Chairman WALSH. It is around \$150 and \$160?

Mr. LINCOLN. Yes. You can drop it 10 points by selling 500 shares.

Chairman WALSH. We may assume, I suppose, that there has never been a time in the history of this company when there was any financial reason why a comfortable living wage should not be paid to its employees?

Mr. LINCOLN. I hope not, sir.

Chairman WALSH. Do you consider \$27.50 a month sufficient to enable a negro porter to maintain himself and family in comfort and decency?

Mr. LINCOLN. Absolutely not. I want to say that situation annoys me very much indeed. I might say here that I took over the administration of the company in 1897, after it had been running for 30 years, and I took it as I found it, without any troubles or complaints as to the service, and I have no doubt, as to the arrangement as to those particular salaries—I have no doubt Mr. Pull-

man settled that when he took it over and commenced the service, not in succession, but while a part of the sleeping cars were in service. There was the Central Transportation Co.; there was a sleeping-car service on the Erie; there was probably, but I am not sure, a sleeping-car service on the New York, New Haven & Hartford; I know there was a sleeping-car service back in 1860; I know that was a fact. I have no doubt the wages fixed by Mr. Pullman at that time were based on the wages paid at that time; but they were considerably less than the wages paid recently, and probably were then \$15 a month.

Chairman WALSH. When you assumed the presidency of this company, was this tipping habit as widespread in the United States as it is at the present time?

Mr. LINCOLN. I think it has always been widespread, not only in the United States, but everywhere.

Chairman WALSH. You think it was as widespread when you went into the office of the presidency as it is at the present time?

Mr. LINCOLN. Yes, sir; there is no doubt about it; I do not know the facts, but I have no doubt about it.

Chairman WALSH. Is your company opposed to the organization among its employees of unions?

Mr. LINCOLN. Well, Mr. Chairman, I do not think any administration likes to deal with unions; they would prefer to deal with their employees as we deal with ours in the Pullman Co. We have never opposed, so far as I know, the formation of a union among our employees, but our company insists on its right to hire and discharge its employees.

Chairman WALSH. Do you know of the fact, if it be a fact, that your company has employed persons to go among its employees as spotters or spies to ascertain whether or not they desire to form themselves into unions; and upon ascertaining that fact, your company discharges the men?

Mr. LINCOLN. I never heard of such a thing.

Chairman WALSH. Would you consider the policy of the corporation in discharging men who attempted to organize lawfully to better their conditions, and requiring of them absolute loyalty to the company, of course, as being a proper policy?

Mr. LINCOLN. If that was all there was in it; no, sir; I would not think it was; I should think that would depend upon the character and acts of the man who was doing it, and the way in which he did it.

Chairman WALSH. If his desire was to organize all of the men in the car service of the Pullman Co., to address you collectively—the officers—to act collectively with reference to the fixing of their wages and conditions, would you have any objection to that?

Mr. LINCOLN. Not if he did it in what I would call a decent way.

Chairman WALSH. So that if an offer of that kind was made to your company, and you deemed it proper and the executive officer of the company denied that right, it would be without your knowledge and without the knowledge of the board of directors?

Mr. LINCOLN. That has not occurred to my knowledge.

Chairman WALSH. What would be, if you were to discover that such a thing was occurring—what would be the action of the board of directors?

Mr. LINCOLN. I do not know what the action of the board of directors would be. I want to say this, that I fully recognize, Mr. Chairman, the right of the employees to organize.

Chairman WALSH. I want to ask you some general questions, Mr. Lincoln, with respect to the way this matter is managed so far as your porters are concerned: They get \$27.50 a month, I think, so far as I understand it?

Mr. LINCOLN. That is the minimum.

Chairman WALSH. And they are supposed to supplement that in order to obtain enough to support their families on from tips given by the general public?

Mr. LINCOLN. Well, Mr. Chairman, might I put it this way? We know they do get it, of course.

Chairman WALSH. What would you say as to the effect upon the morals and self-respect of employees of a system by which they are forced to accept gratuities from strangers in order to earn a living wage?

Mr. LINCOLN. I do not think it affects the morals of the porters at all; they would get the tips whatever their wages were, in my opinion, because, in my opinion, tips are given by passengers on Pullman cars to these porters for services which are not in the course of the Pullman porter's employment at all.

The colored race, as we know, were subject to great limitations in the past to obtain employment in this country, and I believe as a matter of fact that outside of what you might call the learned professions that they got into, such as the clerical profession and teaching, and to some extent in the legal profession, not to mention others, that the one large element which has done more to uplift them is the service in the Pullman Co.; that is my belief about it.

Chairman WALSH. You think their service in the Pullman Co. on the wage they have received and being required to supplement it by gratuities has done much to elevate them?

Mr. LINCOLN. If there had been no tips, of course, their wages would have to be paid undoubtedly; but the tips are paid without regard to the amount of their wages. My feeling about it is, if you increase their wages without in some way stopping their tips, you simply make a larger income for them, and the question is whether that is desirable to do.

Chairman WALSH. They might earn too much?

Mr. LINCOLN. I do not say that; but I conceive you might easily soon have them earning more than skilled labor.

Chairman WALSH. Does that enter into your consideration as a member of the board of directors in keeping their pay at \$27.50 a month?

Mr. LINCOLN. No; I do not think the thing has ever been discussed or much thought given it.

Chairman WALSH. Have you ever considered this particular question of pauperizing human beings by giving them gratuities?

Mr. LINCOLN. No, sir.

Chairman WALSH. Do you not think it pauperizes a man to give him something, for instance, that he does not earn, or that you are not required to give him?

Mr. LINCOLN. On that, Mr. Chairman, my idea is that most of the tips given to the porters on Pullman cars are considered by the passengers as having been earned by them for extra and special services to the passenger; that is my belief about it.

Chairman WALSH. Does the company make it a part of the duties of the porters to shine the passengers' shoes?

Mr. LINCOLN. I think not.

Chairman WALSH. What would be done with a porter who consistently refused to shine my shoes coming here, if I called your attention to it?

Mr. LINCOLN. I believe that question was asked of Mr. Hungerford, and he said it never had arisen; I do not know what would happen.

Chairman WALSH. They are expected to shine the shoes of every passenger in the car at a certain hour at night?

Mr. LINCOLN. I do not know that the company has any thought about it; I expect mine to be shined and everybody else does, and we tip them for it.

Chairman WALSH. Do you consider \$70 a month as a sufficient salary to enable a conductor on the road, for the length of time they are on the road, to maintain himself and family in comfort?

Mr. LINCOLN. That salary lasts for so short a time that it is really a trial salary.

Chairman WALSH. How about \$75 a month?

Mr. LINCOLN. That, of course, is not a large salary, but that does not last long.

Chairman WALSH. Did you read the budgets that were put into the record in Chicago, or was your attention called to it, of conductors that claimed to have made certain expenditures, necessary expenditures, out of their salary, and where they lived there? One of these, as I recall it, figuring out a surplus, and the other falling to do so. Did you read that record?

Mr. LINCOLN. That was that long document?

Chairman WALSH. There were two budgets placed in the record by former conductors of your company undertaking to give what it cost them to live.

Mr. LINCOLN. I don't believe I saw them.

Chairman WALSH. Taking the territory radiating from Chicago and the lines of your company from which you are familiar, I will ask you what you think would be a comfortable living salary for conductors to wear the uniform and be on the railroad as your conductors do?

Mr. LINCOLN. Mr. Chairman, I would like to be excused from answering that question as you put it, because I have no hesitancy in saying to you that I think the salaries of conductors should be increased. I think it is a matter that probably will be taken up by our board of directors at once, and I would like to hold my views until after a discussion in our meeting.

Chairman WALSH. When was your attention called to the fact that the salaries of these men were too low?

Mr. LINCOLN. Oh, I have been thinking of it for several years, as a matter of fact, that the salaries were hardly big enough.

Chairman WALSH. How would these men act to get that redress? How would you expect them to act with you so that you could take definite action and give them more, if you have been thinking that yourself?

Mr. LINCOLN. If they would come to see an officer of the company, I would say that was the easiest way to do.

Chairman WALSH. Have the petitions that were said to have been signed from time to time from these conductors, asking for an increase in pay and calling your attention to other grievances, reached your hands or the board of directors?

Mr. LINCOLN. No, sir; not my hands, and I don't believe the board of directors; no; not the board of directors.

Chairman WALSH. Does it require action of the board of directors to fix the new salary schedule?

Mr. LINCOLN. I would think it would.

Chairman WALSH. And in view of the fact that you don't care to answer the question at this time as to what is a living wage, may I ask you when it is contemplated to take up this matter of the adopting of a new wage schedule?

Mr. LINCOLN. I have no idea on that.

Chairman WALSH. Would it be the next week or month or the next year?

Mr. LINCOLN. I expect to attend a meeting of the executive committee on the 12th instant.

Chairman WALSH. Is that a matter they would take up necessarily?

Mr. LINCOLN. Oh, yes; primarily at least.

Chairman WALSH. How many members of the executive committee?

Mr. LINCOLN. There would be six; there has been; there was a death two months ago—that leaves five.

Chairman WALSH. Would you have any objection as a director of this company to have a committee selected by your employees, say one from each division, or representation which they might think best, meeting with this commission and presenting their views as to what their wage should be, and the facts upon which you might base the wage—in case there was an increase—that they ought to be paid?

Mr. LINCOLN. Why, of course not, sir.

Chairman WALSH. That is, waiting upon this committee that actually fixes the wages?

Mr. LINCOLN. I thought you said this commission?

Chairman WALSH. No, sir; on your executive committee.

Mr. LINCOLN. Was I wrong?

Chairman WALSH. I may have called it a commission—I meant your executive committee.

Mr. LINCOLN. To have a delegation meet the committee?

Chairman WALSH. Yes, sir; representing the men, so that they might state to you what it costs them to live in their various localities, the rent they have to pay, and so forth?

Mr. LINCOLN. I don't see; why, I have no objection to it; it is rather an awkward way of doing it, still I suppose it can be done.

Chairman WALSH. What would you suggest as being the least awkward way of getting men before you?

Mr. LINCOLN. To have any committee they wish to meet some one or more officials of the company and let them make a memoranda and present it to the committee. I will say first to you, Mr. Chairman, that the company is more closely in touch with conductors and porters than perhaps has been known to you. We have, of course, Mr. Hungerford, who is general manager; he has an assistant under him who is called assistant general superintendent, because he was general superintendent; and we have, then, four—I am not sure but what there are five, but four certainly—superintendents, so-called; and I think we have 45 district superintendents who are located at different parts of the country to perform the business of the company. And all of the porters and conductors report directly and are personally known to these district superintendents. The district superintendents themselves have, 90 per cent of them, been in the service of the company as conductors, I believe. Then the general manager assembles all of our district superintendents at Chicago four times a year and confers with them about the relations of the company as exhibited in their

office. We assume that from that they gather first unto the district superintendent a great deal of information as to the feelings of the men, and from the district superintendents, who I hope and believe are in great sympathy with the men, because they all come from the same class—I am talking about conductors, of course—and these men come and talk freely with the general manager. I mention that merely to show the touch we try to keep in with the service.

Chairman WALSH. Now, this general statement has been reiterated time and time again before our commission during the past year: That is, that the executive officers of large companies, such as the Pullman Co., are primarily interested in securing dividends; that their interests are in seeing not that men have a living wage, for instance; seeing that your conductors, as applied to your company, have a sufficient wage, is contrary and antagonistic in a manner to the other duty that they have, of returning large dividends on the investment, where so much goes into labor cost. So now, then, we get a case such as yours, where the evidence tends to show that men have attempted to form unions and formulate their demands, and have been discharged therefor. We are not passing on whether that is true or not, but it is conceded that they passed petitions around the country calling attention to what they claim was their price, that they should get more wages, and objecting to their conditions, and that they were turned into the company, and now it seems that these petitions have never reached the board of directors, who had the final word of fixing their salaries; if those are facts, taking that question as a hypothetical question, do you not believe that it would be better for the persons that had the actual say and responsibility over these men to meet them and not depend entirely upon the executive officers?

Mr. LINCOLN. Well, I would like to think about it. It is pretty hard to get a board of directors together for such a meeting.

Chairman WALSH. Why, don't they like to meet for that purpose?

Mr. LINCOLN. I don't mean to say that, but I know I would find it very hard to get a meeting of the board of directors to listen to—I think I would, as a question merely of convenience of the board.

Chairman WALSH. How many conductors have you?

Mr. LINCOLN. Between 2,000 and 2,500.

Chairman WALSH. And how many porters; 6,500, I believe?

Mr. LINCOLN. Between 6,000 and 6,500.

Chairman WALSH. Is it a fact that you have probably 1,500 or 2,000 men going into the service each year? That is, that it takes 8,000 men or a great many over 8,000 men per year to keep up your complement of 6,500 men? Did you know that?

Mr. LINCOLN. Well, not quite, sir, I think.

Chairman WALSH. I am just summoning it out of my recollection.

Mr. LINCOLN. Yes; I had; Mr. Hungerford was asked how many porters and how many conductors there were, or conductors and porters were appointed in the year 1913 and the year 1914, and he replied as to the year 1913 that 713 conductors were appointed. That would, without explanation, seem to me that was done because it was necessary to keep up the 6,500, if we call it so, of conductors—

Chairman WALSH (Interrupting). Pardon me, Mr. Lincoln, my mind got on something I had here, and I did not catch your first figure.

Mr. LINCOLN. Well, the first figure was that in the year 1913 there were 713 conductors appointed, and the implication would be at first that that number was required to keep the number of conductors up to 6,500, or whatever is the figure; of course, 6,500 is not an exact figure at all, but it is the approximate number.

Commissioner LENNON. That is porters; we were speaking of conductors.

Mr. LINCOLN. Yes; 2,500. Now, as a matter of fact, in 1913, in which 713 conductors were appointed, at the end of the year 1913 there were 2,100 of our conductors who had been in the service of the company for one year or more. So those 713 were not appointed, of course, to keep up the stock of conductors to the average rate. And as to the porters in the year 1913, there were 2,325 appointed. At the end of that year there were 5,883 porters who had been in the service of the company a year or more. So those men were not appointed to keep up the stock of porters—that is, not wholly.

Chairman WALSH. Why were they appointed, Mr. Lincoln?

Mr. LINCOLN. They were appointed for extra service of all sorts. They were—there are conventions, and all over the United States there are many

things going on for which extra cars are put on, as, for instance, for the inauguration ceremonies. I should say there would be a great many cars—300 or 400 extra cars—put on and a great many extra porters hired. It is that sort of thing that makes the great mass of appointments among those men. There are a great many being put on right now for the California travel. That does not indicate that there was that number dropped in the service, of porters and conductors.

Chairman WALSH. Going back for a moment to this compensation for the porters, do you say that the self-respect of the man is not degraded in any way by the receiving of tips, because he performs a service to somebody else for that?

Mr. LINCOLN. I think so; yes.

Chairman WALSH. Yes; now, then, the wage you pay is \$27.50, and take the case of a porter who testified in connection with the Pennsylvania, that you may have noticed; he says he supplements his salary so that it brings it up to about \$115 per month.

Mr. LINCOLN. Yes, sir.

Chairman WALSH. He is on the Pennsylvania Limited?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. So he performs all the work as exacted by your company in his employment for \$27.50 a month and he gets \$87.50 for other services that he performs for the outside public, growing out of his service?

Mr. LINCOLN. Yes.

Chairman WALSH. For the Pullman Co.?

Mr. LINCOLN. If those are the figures, he is given that much, yes.

Chairman WALSH. Now, Mr. Lincoln, would you or any executive officer of the company make any such arrangement as that with the Pullman Co.—that is, that you would take a diminished amount and then depend on an indefinite amount to be given you by outsiders?

Mr. LINCOLN. I confess to you, Mr. Chairman, I do not think this arrangement is ideal at all.

Chairman WALSH. Of course, its executive officers would not think of it. It is done because the man is on what might be called a low social scale, and also due to the fact that he is of the negro race?

Mr. LINCOLN. And, well, it is an old custom.

Chairman WALSH. And an old custom?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. Have the directors or the officials of this company ever attempted to abolish the tipping system?

Mr. LINCOLN. No, sir.

Chairman WALSH. Do you believe that if you paid these men \$60 per month out of the earnings of this company, and posted notices in the cars that you had done that, and that it was the wish of this company that these men should not be given those tips, that this custom would still continue?

Mr. LINCOLN. Well, I can hardly say. I think you would have great trouble with the porters.

Chairman WALSH. You think what?

Mr. LINCOLN. I think the porters would be very much troubled.

Chairman WALSH. Do you think the porters would still insist on their getting the money?

Mr. LINCOLN. I think so. Oh, I can't say, sir. It would be a mere guess.

Chairman WALSH. Has your attention ever been called to the fact, if it be a fact, that there is a widespread criticism of the Pullman Co. on account of this tipping system—that the public thinks these men would starve if they did not give the men the money?

Mr. LINCOLN. Oh, I never heard any such suggestion as that.

Chairman WALSH. You never heard any?

Mr. LINCOLN. No, sir.

Chairman WALSH. In considering the salaries of your car-service employees, has the company ever taken into consideration its profits as having any bearing on what should be paid to the men?

Mr. LINCOLN. Oh, I think not, sir.

Chairman WALSH. You never had to take that into consideration—

Mr. LINCOLN. Oh, I think not, sir.

Chairman WALSH. Do you know what the hours are that are permitted for sleep of the men running in the Pullman Co.'s service?

Mr. LINCOLN. That is one of the details of operation which I learned, more than in any other way, from Mr. Hungerford's testimony. You refer to the car-service employees?

Chairman WALSH. Yes; the car-service employees.

Mr. LINCOLN. Well, I have no doubt the rules of the company are not exactly, if I understand correctly Mr. Hungerford's testimony, and strictly adhered to with the employees, you know.

Chairman WALSH. Do you mean that as efficient services can be expected from men who are given from one to four hours' sleep for one or more nights in succession—

Mr. LINCOLN. If that was literally complied with, I do not.

Chairman WALSH. Well, has it to be literally complied with or place the men in a position where they may lose their position if they go to sleep on duty?

Mr. LINCOLN. No; I don't think so, as to sleeping on duty. I don't think the rules laid down in the book are raked over the employees nearly so much as it would appear from the book. I don't think it is a fact. That would be shown to a great extent by the number of men that go through the year's service and get their bonus at the end of the year. It amounted last year to three-fourths of all the porters, for instance.

Chairman WALSH. Has an appeal ever been made to you, either as president or chairman of the board of directors, on the part of the car-service men who have been discharged for attempting to organize?

Mr. LINCOLN. No, sir.

Chairman WALSH. For the alleged purpose of bettering their condition?

Mr. LINCOLN. No, sir.

Chairman WALSH. Has an appeal ever come to you as president of the company or to the board of directors, in your knowledge, from any discharged employee claiming unfairness on the part of the executive officials?

Mr. LINCOLN. Well, I have had letters—not, I don't think, from porters—but I have had letters from discharged conductors wishing to be returned to service on the ground that they happened to have been dismissed.

Chairman WALSH. Do you believe that it is fair to deduct from the salaries of the porters amounts for lost linen on the cars?

Mr. LINCOLN. To a certain extent I do so, because I think otherwise the loss of linen would be very severe.

Chairman WALSH. Approximately, how much is collected from the porters per year for lost linen?

Mr. LINCOLN. I don't remember; I think it was given by Mr. Hungerford in his testimony.

Chairman WALSH. Well, if it was I have overlooked it.

Mr. LINCOLN. My impression was that it was \$60,000 or \$70,000, but that it did not begin to come up to the amount of the loss of linen. I would like to be very careful about it—

Chairman WALSH (interrupting). Somewhere about \$60,000 or \$70,000?

Mr. LINCOLN (continuing). But it is in Mr. Hungerford's testimony, Mr. Chairman—the amount.

Chairman WALSH. Well, I would not have asked you, but I did not recall it.

Commissioner AUSTON. If it is not in there it can be supplied.

Mr. LINCOLN. If it is not in Mr. Hungerford's testimony I wish you would make note of that, Mr. Daniels.

Mr. DANIELS. Yes.

Mr. LINCOLN. And have furnished the total amount for lost linen charged to the porters.

Mr. DANIELS. Certainly. I am quite sure, however, that it is in Mr. Hungerford's evidence.

Commissioner AUSTON. My recollection is that it is \$35,000, Mr. Chairman.

Chairman WALSH. Now, who makes the contract for the uniforms for the men?

Mr. LINCOLN. The purchasing agent.

Chairman WALSH. And who is the purchasing agent?

Mr. LINCOLN. Mr. Bowen, isn't it, Mr. Daniels?

Mr. DANIELS. Yes.

Mr. LINCOLN. Director of purchases, we call it—Mr. Bowen.

Chairman WALSH. Are the porters and conductors required to pay the amount fixed in your contract price with Marshall Field & Co. in Chicago?

Mr. LINCOLN. Yes, sir.

Chairman WALSH. How long have they been buying their uniforms, or have you been requiring the men to buy their uniforms, from Marshall Field & Co.?

Mr. LINCOLN. Oh, I don't know; it has been for a number of years.

Chairman WALSH. Do you know how many years?

Mr. LINCOLN. No; I don't know. It is a good many years, sir.

Chairman WALSH. Is the Marshall Field estate a large owner of stock in the Pullman Co.?

Mr. LINCOLN. I don't suppose it owns any; I don't know anything—the Marshall Field estate?

Chairman WALSH. Yes.

Mr. LINCOLN. Oh! Well, I don't know as to that. You know that the Marshall Field estate and Marshall Field & Co. are quite different affairs, sir.

Chairman WALSH. Yes; I understand that.

Mr. LINCOLN. I think likely, to answer that question, I think very likely the Marshall Field estate owns stock in the Pullman Co., because Mr. Marshall Field did own stock in the Pullman Co.

Chairman WALSH. And Mr. Chauncey Keep is connected with the Marshall Field estate as a trustee?

Mr. LINCOLN. He is a trustee of the estate; yes, sir.

Chairman WALSH. Is he connected with Marshall Field & Co.?

Mr. LINCOLN. With that corporation, I think not.

Chairman WALSH. And he is a director in the Pullman Co. also, I believe.

Mr. LINCOLN. Yes, sir.

Chairman WALSH. Has he been a director in the Pullman Co. during all the time the men have purchased their uniforms from Marshall Field & Co.?

Mr. LINCOLN. Oh, no, sir; Mr. Keep, he is one of our newest directors. Do you remember, Mr. Daniels?

Mr. DANIELS. I can not give you the date; no, sir.

Mr. LINCOLN. Mr. Keep is one of the newest directors, sir.

Chairman WALSH. Who did he succeed, if you can recall the board of directors?

Mr. LINCOLN. I would have to think back. Well, he came along after the death of Mr. Field, for instance.

Chairman WALSH. Was Mr. Field in the Pullman Co. at the time this contract was made with Marshall Field & Co.?

Mr. LINCOLN. I could not answer that question, sir.

Chairman WALSH. Was he a director in the Pullman Co. up to the time of his death?

Mr. LINCOLN. Yes.

Chairman WALSH. Commissioner Weinstock has a few questions he would like to ask you, Mr. Lincoln.

Mr. LINCOLN. Yes.

Commissioner WEINSTOCK. Let me ask you what opportunity, if any, is there for advancement? What opportunity, for example, of a negro porter who shows very high efficiency? Is there any provision—

Mr. LINCOLN (interrupting). There is no provision in our service, sir. We have no place to put him. A few of them, perhaps half a dozen, are made porters in the offices of district superintendents; I asked that question, and they said they had about a half dozen around somewhere here. That is all I know of.

Commissioner WEINSTOCK. So it is sort of what is known as a "blind alley" job?

Mr. LINCOLN. Yes, sir.

Commissioner WEINSTOCK. Now, taking the officials of the company, the district superintendents and the superintendents, where are they recruited from?

Mr. LINCOLN. They are from the conductors, as a rule; also their assistants.

Commissioner WEINSTOCK. About how many are there of such officials in the company?

Mr. LINCOLN. Well, I have no data about that. We have 45 district superintendences and, according to the size of the office, they have more or less assistants. Their offices are open day and night, and a large office will have more of them. I could not tell, sir; I have not a list of that.

Commissioner WEINSTOCK. Well, could you tell offhand, Mr. Lincoln, if any of those have come up from the ranks, and how many have been appointed from the outside—

Mr. LINCOLN. Mr. Hungerford testified that there were 90 per cent of them came up from the rank of conductors—had been appointed from the ranks of conductors.

Commissioner WEINSTOCK. So there is some possibility of promotion?

Mr. LINCOLN. Among the conductors?

Commissioner WEINSTOCK. Yes.

Mr. LINCOLN. Certainly, sir.

Commissioner WEINSTOCK. The chairman was discussing the question of tips and asking whether, in your opinion, if the wage of the porter was raised to a living basis, you thought the tips would still be paid; and, if I remember rightly, you said you thought tips would be paid, no matter what wages were given?

Mr. LINCOLN. Some tips would be paid—some at least. That is a mere matter of guess on my part, but I do not believe you can stop a great many of the traveling public from rewarding a porter who does them some little service, such as brushing his coat and some little service like going on errands into other cars and getting a dinner sent in the diner and getting him anything, or buying a newspaper from the outside—

Commissioner WEINSTOCK. You are acquainted with the custom in most of the clubs, if not all private clubs of the country, where tips are forbidden?

Mr. LINCOLN. Yes. And we also have cards sent upon the approach of the holidays asking us for a contribution to a fund for tips at the end of the year.

Commissioner WEINSTOCK. Yes; that is true. I suppose that would offset your extra month's pay that the company would allow at the end of the year for good service?

Mr. LINCOLN. The point is this, that all the clubs—I won't say all clubs, but I believe I belong to half a dozen large clubs, and I think I get a formal notice from the club every holiday season with a blank card requesting my subscription for what is called the Christmas fund for the employees.

Commissioner WEINSTOCK. Yes; that is correct. I happen to know that is the custom; but to offset that your company allows, as I gather from the statement, it allows at the end of the year one month's extra pay to those who have made a good record?

Mr. LINCOLN. I don't think it was done on that basis, Mr. Commissioner. I think it was done as an incentive, as you please, to good service.

Commissioner WEINSTOCK. Just as I suppose the Christmas gift at the end of the year to the club employee is likewise offered as a recognition of good service.

Mr. LINCOLN. Well, I was told the other day that, for instance, at the Chicago Club, which is very near, as everybody here knows, to the Auditorium Hotel, that we have considerable difficulty in the Chicago Club in getting the waiters because of the tips at the hotel, which come in, and none come in in the club; and that we have considerable difficulty in doing so. There is that very thing shown right there on that street, within the confines of one block. Whether that is done by the clubs as a tip, or whether it is to keep the service of the waiters, I don't know, sir. When I say "the waiters" I mean the attendants in the club, because it goes to everybody.

Commissioner WEINSTOCK. May I ask, Mr. Lincoln, what happens to a Pullman employee in the Pullman service if he is accidentally injured?

Mr. LINCOLN. Oh, that was gone into quite elaborately by Mr. Hungerford; but he is taken care of; oh, he is taken care of.

Commissioner WEINSTOCK. He gets compensation?

Mr. LINCOLN. Oh, the exact form which it takes I would not like to attempt to describe, because I have not gone into detail with it. I think Mr. Hungerford went into it quite carefully, but it is a very elaborate system. It is hospital service and it is payment of his wages during his disability, and so on.

Commissioner WEINSTOCK. And includes sick benefits?

Mr. LINCOLN. And sick benefits. I think there has never been any complaint by anybody on that subject, Mr. Commissioner.

Commissioner WEINSTOCK. And in the event of his being killed while in the service, what compensation, if any, goes to his family?

Mr. LINCOLN. There is none. There is no compensation goes to his family by any direction of the company, except this, it is the conductors, I think, who have formed an association among themselves—I believe it amounts to about 1,500 men—in which upon the death in any way of one of their members each of

the members of the association, if you please to call it such, pays in \$1 and the Pullman Co. adds 5 per cent to it.

Commissioner WEINSTOCK. And that goes to the family?

Mr. LINCOLN. Oh, yes. As to compensation under the State laws, I am not familiar with that, and I don't know.

Commissioner WEINSTOCK. As you know, of course, Mr. Lincoln, there are some 24 or 25 States in the Union now that have come under what is known as the workmen's compensation act. I don't believe there is a Federal law except for Federal employees. Am I right, Mr. Lennon?

Commissioner LENNON. That is my understanding of it.

Commissioner WEINSTOCK. Just for Federal employees?

Mr. LINCOLN. Interstate-commerce employees.

Commissioner WEINSTOCK. One for Federal employees and one for interstate-commerce employees?

Commissioner LENNON. Oh, that is workmen's compensation?

Commissioner GARRETSON. Not workmen's compensation, but liability.

Commissioner LENNON. Oh, he can get no compensation without bringing suit at common law?

Commissioner GARRETSON. None unless he makes settlement by compounding.

There is no Federal workmen's compensation law.

Commissioner WEINSTOCK. I see. So that your employees are thrown upon the generosity of their fellow workers and of the company?

Mr. LINCOLN. Well, sir, I can not answer that question. I am entirely ignorant on it.

Commissioner WEINSTOCK. Now, what would be your opinion, Mr. Lincoln? This commission, of course, as you know, is endeavoring to get the best judgment of workers and employers all over the country on proposed legislation that will tend to bring about a more harmonious feeling between the worker on the one hand and the employer on the other. We have discovered in our investigations that one of the underlying causes for industrial unrest is industrial accidents; and that it has further been forced upon our attention in our hearings all over the country that the workmen's compensation law that has been enacted in 24 or 25 States tends to minimize this industrial unrest and remove one of the causes of irritation, one of the causes of friction, and at the same time prevent or minimize the number that fall below the poverty line because of accidents; and to that degree the workmen's compensation act, wherever it has been adopted and carried out intelligently, has been an advantage to the injured worker and an advantage to the employer and an advantage to the State generally. What would be your judgment about a Federal workmen's compensation that would apply to interstate-commerce employees and that would insure them and their dependents compensation in the event of temporary or permanent injury or death on the part of the worker?

Mr. LINCOLN. Well, that, Mr. Commissioner, is a subject I had not considered. I should start out feeling in a very friendly way toward it, but I do not know what are the arguments for or against it. I have never studied it or considered it. We have in our own company so seldom any accidents in our cars—that is a fact, very curious fact, but true—that that has never been very much of a practical question with us as a corporation.

Commissioner WEINSTOCK. Yes.

Mr. LINCOLN. I should rather dislike to answer that question without hearing the arguments pro and con. My attitude toward it would be friendly, to start with.

Commissioner WEINSTOCK. The only arguments that have been offered against it, Mr. Lincoln, from the employers' side is that it puts an added burden upon the industry. That has been offset by the fact that it relieves the employer of serious burdens, and relieves him of annoyances, and relieves him of loss in the event of suits at law.

Mr. LINCOLN. Yes.

Commissioner WEINSTOCK. So, that, take it in California, for example. A year ago there were 98 per cent of the employers who were opposed to the workmen's compensation act, but to-day there are 98 per cent in favor of it after seeing how it operates.

Mr. LINCOLN. Well, sir, that is very strong argument. I should say that the judgment of 98 per cent would overturn my view if I did not start out with them.

Commissioner WEINSTOCK. Then, in your present frame of mind, Mr. Lincoln, you see no objections to a Federal workmen's compensation act?

Mr. LINCOLN. No, sir; not in my present frame of mind, Mr. Commissioner. Commissioner WEINSTOCK. You would rather look upon it in a friendly way? Mr. LINCOLN. I would start out to do so.

Chairman WALSH. Commissioner Garretson wants to ask you a few questions. Commissioner GARRETSON. I will have to go back to the Clover Club. In fixing the wages of the servants in your clubs do you know of any instances where the wages of these men is lowered on account of this Christmas fund or kept down?

Mr. LINCOLN. Oh, no.

Commissioner GARRETSON. It is not a wage factor in your club?

Mr. LINCOLN. Oh, not at all.

Commissioner GARRETSON. The fact is that the house committee in arranging that, in providing for a rule that there will be no tipping in the club, takes into consideration the fact what it will have to pay as wages if it desires to keep desirable employees, they will take that into consideration—the fact that they get no tips?

Mr. LINCOLN. The entertainment of the club, as far as I know—and I think I know a little about it, because I have been on committees in clubs as to comparative wages of waiters—

Commissioner GARRETSON. And they have to take into consideration the fact that they at other places get tips and they bar them there, and they will have to equalize wages that they get other places to a certain extent?

Mr. LINCOLN. They invite men to come as waiters upon a certain—

Commissioner GARRETSON (interrupting). And they don't come unless that wage will equalize what they will get at other places by a similar wages and tips accompanying, is that true as a general proposition?

Mr. LINCOLN. I don't know how it is, sir; I suppose they want to make a certain amount of money, no doubt.

Commissioner GARRETSON. In testifying to the wages of these porters, you used the phrase, that whatever the wage might be, tips to a greater or less extent might be given anyway?

Mr. LINCOLN. I feel so; I have no personal doubt about it.

Commissioner GARRETSON. You also testified that if tips were abolished the company would have to raise its wages to keep its men?

Mr. LINCOLN. Undoubtedly.

Commissioner GARRETSON. If that is the case and you are now paying \$27.50 per month, sliding, say to a man 23 years in your service—one testified before us in Chicago, produced by your own company, by the way, that he was getting \$28.40 after that many years' service—if that man was getting \$30 a month, and you were compelled to pay him \$60 a month if the tips were abolished, are not the stockholders of the Pullman Co. the real tip takers?

Mr. LINCOLN. As a mathematical proposition, that would be so.

Commissioner GARRETSON. You really are capitalizing the tipping system on your road by keeping the wages low?

Mr. LINCOLN. That is not necessarily so; the tips would be paid, anyhow.

Commissioner GARRETSON. And if they are accepted you believe in the corporation getting them in place of the coon?

Mr. LINCOLN. I don't say that.

Commissioner GARRETSON. I am only taking that as it works out. Have you ever figured up what would be the difference in the amount of money that it takes to pay that 6,500 porters \$30 a month, which is about your present rate, \$60 a month?

Mr. LINCOLN. That is a matter of paper and pencil.

Commissioner GARRETSON. A couple of million dollars a year?

Mr. LINCOLN. It would be \$30 a month.

Commissioner GARRETSON. For 6,500 men?

Mr. LINCOLN. Would be \$360 a year for 6,500 men.

Commissioner GARRETSON. Two million three hundred and forty thousand dollars?

Mr. LINCOLN. Something like that.

Commissioner GARRETSON. It would make a very material difference in the surplus or dividend rate?

Mr. LINCOLN. Undoubtedly.

Commissioner GARRETSON. Then the question really resolves itself into economics pure and simple?

Mr. LINCOLN. It would be approximately that, of course.

Commissioner GARRETSON. That is the reason underlying?

Mr. LINCOLN. Yes, sir; but it was not started on that basis, Mr. Commissioner, of course. It is a situation which we found, you know, and I might say it is a situation on which the rates to the public on Pullman car service was based.

Commissioner GARRETSON. Is it not probable that it had its foundation in a condition that existed before the 60's when certain railroad companies owned their brakemen, I mean in fee; they had bills of sale for their brakemen, I know two railroads that did that?

Mr. LINCOLN. I see. [Laughs.]

Commissioner GARRETSON. This is something of a parallel, only the employer is less responsible than the owner is. [Witness laughs.] In the total that you gave of dividends that were paid by this company, you did not include the stock dividends?

Mr. LINCOLN. I mentioned them as stock dividends.

Commissioner GARRETSON. But in the total of dividends paid, you did not include the amount of the stock dividends which were issued as new capital? I understand your reply that you did not?

Mr. LINCOLN. I mentioned the figures of \$159,000,000, which was cash dividends.

Chairman WALSH. He gave them both.

Commissioner GARRETSON. I overlooked the fact that you included that, because they are really another form of dividend?

Mr. LINCOLN. Oh, certainly. But that was not made entirely out of the sleeping-car company service.

Commissioner GARRETSON. I suppose there was a stage when it was made out of land profits?

Mr. LINCOLN. Not much.

Commissioner GARRETSON. When you owned the town?

Mr. LINCOLN. I would like to have you pay us what we lost in that town.

Commissioner GARRETSON. I am perfectly competent to pay it; I am getting a good wage on this commission.

Mr. LINCOLN. I would say, Mr. Commissioner, on that, that as a matter of fact during the period which ended on July 31, 1915, the amount of profits of the company which have gone into stock, into this stock surplus and dividends, was \$161,000,000, which differs from my reply of \$159,000,000, which results from some difference in figures.

Chairman WALSH. I have \$161,000,000.

Mr. LINCOLN. Very well, sir; and at the same time the manufacturing and miscellaneous earnings were \$68,000,000, so that manufacturing produced about 30 per cent of the total.

Commissioner GARRETSON. My question was based on the fact that surplus and dividends come from practically the same source, but called by a different name, and distributed in different forms when represented by a stock dividend.

Mr. LINCOLN. Yes, sir; certainly.

Commissioner GARRETSON. Did your company increase its stock when it purchased the Mann Boudoir Car Co.?

Mr. LINCOLN. What?

Commissioner GARRETSON. The Mann Co.

Mr. LINCOLN. No, sir. What we did in that case, years ago, we did not increase our stock; we paid that in cash.

Commissioner GARRETSON. Now, that company had no plant except its rolling stock and patents?

Mr. LINCOLN. No; some trivial things, not of any consequence. I don't know. Was that Ludlow? Did it belong to it? I think I may answer that they had no plant.

Commissioner GARRETSON. Their cars were built on contract?

Mr. LINCOLN. I suppose Barney & Smith did that.

Commissioner GARRETSON. Did you utilize them in your own business or dispose of them elsewhere?

Mr. LINCOLN. That is before my time, but I think we used them a little and destroyed them.

Commissioner GARRETSON. They were not sold abroad?

Mr. LINCOLN. No, sir; but that was before my time.

Commissioner GARRETSON. You spoke of the fact that it makes for the good relations in the property that 90 per cent of your district superintendents and their assistants come from the ranks?

Mr. LINCOLN. I think so, sir.

Commissioner GARRETSON. Is it a historical as well as an operating truth that the most merciless overseer is the one that comes out of the ranks of those he oversees?

Mr. LINCOLN. Well, sir, I have no basis on which to discuss that subject; I don't think that is correct; I don't think it is correct in our company, sir.

Commissioner GARRETSON. I am not applying it on the historical or industrial basis of your company, but applying it in general.

Mr. LINCOLN. Well, I don't think that is so. It does not strike me as being a fact in my observation, if I may say it that way.

Commissioner GARRETSON. The average I am going somewhat on.

Mr. LINCOLN. You were thinking, for instance—I beg your pardon; I am not asking questions.

Commissioner GARRETSON. Sure; ask it.

Mr. LINCOLN. On the question, for instance, of appointing officers of the Army out of the noncommissioned rank; is that your idea?

Commissioner GARRETSON. Praise be, I have had no experience in that line. I am taken from the ranks of my own craft, where railroad officers are taken from the ranks of conductors. As a rule, until they get settled—that is, until they light—we have more difficulty with that class of officials than with almost any of the others. They know too much or require too much; I don't know which.

Mr. LINCOLN. Yes, sir.

Commissioner GARRETSON. Can you readily grasp that that might be the case?

Mr. LINCOLN. I can see an individual case where that might be so.

Commissioner GARRETSON. Individual cases are what make up the whole.

Mr. LINCOLN. If there are enough of them.

Commissioner LENNON. What standard of education does the porter have to meet in order to be employed?

Mr. LINCOLN. I have never heard of it; but of course he must read and write.

Commissioner LENNON. And that you think is all? Do you require a physical examination?

Mr. LINCOLN. I don't know about that. As a fact, they are employed, Mr. Commissioner, by the district superintendents, and just how far they examine them I don't know; I can't answer that. I no doubt think he would want to see the negro that was healthy, and would not want him if he was not, and was cleanly, and could read and write, to the extent enough anyway to keep checks.

Commissioner O'CONNELL. Mr. Lincoln, this commission has been authorized by Congress to ascertain, if possible, the cause of industrial unrest. You have to do with large financial affairs and the employment of a large number of people. What, in your opinion, are the underlying causes?

Mr. LINCOLN. That, of course, is a very large question.

Commissioner O'CONNELL. Have you any special opinion?

Mr. LINCOLN. I would rather be excused from answering that.

Commissioner O'CONNELL. You recognize that there is such a thing?

Mr. LINCOLN. There is undoubtedly unrest. So far as it comes to me, it is that employees want more pay, and I don't blame them for wanting more compensation.

Commissioner O'CONNELL. Suppose that an underlying cause would be that the employers did not meet with their working people and take them into their confidence and treat with them and argue with them as to their conditions of employment and wages and hours, and so forth?

Mr. LINCOLN. I would not think that would be so.

Commissioner O'CONNELL. Do you suppose that a cause of industrial unrest, when a large employer simply sits down with a board of directors, and he sits and fixes the wages or the hours of employment, and sets the standard for working people without them having anything to say in it, that that is not what causes that unrest?

Mr. LINCOLN. I have never heard it given as one, is all I can say. I have never studied it.

Commissioner AUSTON. I believe the question was asked as to whether there was any future for the negro porter. As a matter of fact, in the Pullman service is there not a constant advancement from an extra porter to a man on a regular run, and as his age and his service increases he keeps progressing to the better runs all of the time?

Mr. LINCOLN. I suppose that is so. I was thinking that the commission had in mind outside of the rank of porters. There is no service for him, except as

a porter in the service. He gets the schedule that Mr. Hungerford gives. Of course, that brings up the question, no doubt, if the best porter gets on what they call the best run.

Commissioner AISHTON. That is where their layover is at home nights, and they are away from home a minimum time, and their compensation is greater than on some other run?

Mr. LINCOLN. There is no doubt about it.

Commissioner O'CONNELL. When we had our hearing in Chicago, I asked one of your porters that appeared before our commission, who had been in the employ of your company for many, many years, on one of the good runs from New York to Chicago, one of their best runs. I asked him if laws were enacted to make it prohibitive and illegal to accept tips, what would have been the result, and I am quite sure the reply was, "There would be no porters to take the cars out." If that law was enacted, in your opinion what would be the result?

Mr. LINCOLN. You mean, Mr. Commissioner, if an effective law was enacted?

Commissioner O'CONNELL. Yes, sir; effective interstate and otherwise?

Mr. LINCOLN. Of course, the porters would have to be paid a living wage, no doubt; there would be no two-minute case in that.

Commissioner GARRETSON. You answered a question from the chairman, and you stated, in your opinion, there should be a certain increase in the wages of conductors?

Mr. LINCOLN. Some increase.

Commissioner GARRETSON. I used the word certain in an uncertain sense.

Mr. LINCOLN. Yes, sir.

Commissioner GARRETSON. And you failed to answer the other question that went in that, do you believe that there should be an increase in the wages of the porters, also?

Mr. LINCOLN. I think there ought to be a change in our system.

Commissioner GARRETSON. In that direction?

Mr. LINCOLN. Yes, sir.

Commissioner GARRETSON. Now, questions were asked you on the compensations to employees injured. Is it not a fact that your company takes the invariable position that your employees injured in train accidents must look to the railway company for recovery?

Mr. LINCOLN. I can not answer that question. If you will let me consult our general solicitor, I might answer it; but I can not answer it without consultation with our legal department.

Chairman WALSH. Mr. Daniels might answer it, if he wishes.

Mr. DANIELS. As a matter of fact, the liability in every case is the liability of the railroad company. They always have an action against the railroad company, and one recovered against the Reading the other day for \$14,000.

Commissioner GARRETSON. And you are not assuming their liability?

Mr. DANIELS. Unfortunately, we do in some cases. We paid the Reading judgment. That voucher went out on the day I started for here.

Commissioner GARRETSON. Unfortunately for the company. I would not be uncharitable enough to say, Start again.

Commissioner WEINSTOCK. If the railway company assumes the liability, why would your company be called upon to reimburse the railroad company?

Mr. DANIELS. That is a matter that has to do with the making of our contract. When I first consulted Mr. Pullman, in 1895, about being employed with his company he said: "We are a large company, but with the railroads of the country we are the tail that the dog wags. The strong railroads require indemnities from us and others do not. The impracticability all over the country in these compensation laws is what they make us pay when of necessity the railroad has the accident that we do not produce."

Commissioner WEINSTOCK. In your judgment and opinion, would it be a good thing from the standpoint of both the company and the workers if there was a Federal compensation law along the line of the existing State laws?

Mr. DANIELS. I think both the State and Federal laws are an injustice to the Pullman Co., because they compel us to pay for what another man does; that is, the railroad company. We in some instances had to indemnify the railroad companies, and in others it does not require us to do so.

Commissioner WEINSTOCK. What would be your opinion as to the wisdom and equity of a Federal compensation law on interstate commerce?

Mr. DANIELS. That would be giving an opinion for or against the railroad companies. I say it is not just to the Pullman Co., and I don't want to speak for the railroad companies.

Commissioner WEINSTOCK. Speaking as a member of society and having the general public at heart?

Mr. DANIELS. The railroad companies would not think I was speaking that way. I don't want to offend the railroad companies with the tail that the dog wags.

Chairman WALSH. That is all, Mr. Lincoln; you may be excused permanently now.

ADDITIONAL STATEMENT OF MR. JOHN T. BOURKE.

I will state that I omitted to tell that Mr. Williams told me that the settlement of \$500 had been made because that owing to their experience of a somewhat like nature the company had found that it was almost impossible to find a judge or jury who would favor the corporations. I had asked them at the time the charges were made to take it into open court, and I felt that I would then get the vindication I seek.

STATEMENT OF PULLMAN CONDUCTORS.

(Page 1.)

CHICAGO, ILL.

TO THE CHAIRMAN OF THE UNITED

STATES COMMISSION ON INDUSTRIAL RELATIONS:

DEAR SIR: In laying the following facts before you we are only making another of our many efforts to get a living wage, improve our working conditions, and get placed on a footing with our brother railroad men, where we can get fair treatment, better pay for work actually done, and relief from persecutions from petty officials.

Our scale of wages follows:

	Per month.
First 6 months.....	\$70
Second 6 months.....	75
First year.....	80
Second to fifth year.....	85
Fifth to tenth year.....	90
Then indefinitely.....	95

A few runs pay \$100 per month. One uniform, including cap, per year costs us \$19.50. After 10 years of service one free uniform per year is furnished us. At the end of each year, if our record is perfect, we get the extra check. That means if our salary is \$70, our extra check is \$70; if our salary is \$80, the check is \$80, etc. If our record is assessed 5 days it can be erased by a 6 months' clear record; 10 days can be erased by a 9 (page 2) months' clear record; 15 days can not be worked out. So, if an employee has been penalized 15 days on the first day of the year, the most exemplary conduct and perfect service for the ensuing 12 months will fail to procure that coveted check.

A conductor is now required to take 10 days' schooling, for which he is allowed pay at the rate of \$70 per month. During this period of 10 days he is taught the different forms of tickets; reports; passes; rates; heating, lighting, and ventilation of cars, of which there are from five to seven different kinds; how to "make down" beds and put them away. He is required to know the duties of the porter as well as his own. He is not taught nor shown one single thing about railroad tickets, although in 95 per cent of the runs he is required to take up railroad tickets and is held strictly responsible for them, as they are in his possession until taken up by last train conductor handling his car or returned to passenger upon reaching destination. He must see and know that every railroad ticket is properly routed over the roads his cars go, the same amount of care being exercised in taking up railroad passes. Many Pullman conductors have had the experience of picking up train conductors who were unable to properly get their portion (page 3) of the long coupon tickets, and the Pullman conductor has to go to their assistance, which he does willingly, feeling that his own company would require him to do this work which he is not supposed to do.

This company was recently called to task by the State of California for small wages paid its men in the train service, and the assertion made by one of our highest officials that we (the conductors) were classed as common laborers, is enough to make every man with a bit of pride left rise up and yell, "liar." We claim no man can intelligently perform the services required of conductors on Pullman sleeping cars without being educated in reading, writing, arithmetic, politeness, patience, diplomacy, and humility. The general patron of Pullman cars knows that the slightest complaint made to the general offices will bring a storm down on the head of the employee, not to speak of statement after statement he is compelled to write. We claim to have more complicated and a greater variety of reports than the train conductor. We have more complaints to adjust, which require politeness, patience, and diplomacy than the train conductor, and which no common laborer who is versatile enough to succeed as truck driver or street cleaner could accomplish. And woe to the conductor who is unable to pacify the passenger who has been peeved by a mistake made in selling him his ticket, defective car heating, faulty ventilation, etc. Every conductor has had the experience of (page 4) dealing with one passenger who complains of the heat and one who complains of the cold on the same car. Could the truck driver, the street cleaner, or even the man of good average intelligence, but inexperienced in handling all classes of travelers, pacify these peevish dispositions, have them in a sweet humor before alighting from car, and ready and willing to swear that the Pullman Co. is so absolutely perfect to the smallest of details that they must tell all their friends?

We have "better service," "better service" poured into us by the broadside in meetings, circular letters, order books. We all make a tremendous effort to keep down complaints by giving this better service. We are told it is our duty to make this method of travel popular, pleasant, and, last but not least, profitable to our employers. We are paid \$70 and \$80 for this service. We pay \$19.50 for a uniform that must come from the Marshall Field Co., and which must be kept clean, pressed, and repaired, adding considerable to the above figure. We must pay, while away from our home district for meals on high-priced diners and equally high-priced railroad eating houses, the prices they ask. We generally find, if we satisfy a healthy appetite, we are indebted to the railroad company 50 cents, 75 cents, and \$1. We must pay 75 cents and \$1 for hotel accommodations, where a bed in a car is not available and (page 5) where company has no sleeping quarters. We are away from home a week, two weeks, or a month, and no small item is the laundry bill. Add to this the dependent family, or mother, father, or sister back home. We are receiving \$70 and \$80 per month from one of the richest corporations in the world and giving value received in intelligent, painstaking service. At the above salary we are able to live. Nothing more can be said. The strictest economy fails to leave us anything for the inevitable rainy day. Half of our salary to enable us to work and half to pay expenses back home. This conductor is the employee looked to to smooth the rough edges, to make it so pleasant and agreeable they will make their next trip on a Pullman car. It is a common laborer's wage but not his work.

Another illustration: The conductor on a run of from three to five days and nights of continuous service will average three to five hours' sleep each night. While awake, whether tired or sleepy, he must maintain that cheerful, smiling countenance at all times. While asleep he is held just as responsible for anything that may happen as if he were awake. This is certainly a great strain and wearing on the physical make-up of a man. Seventy, seventy-five, and eighty dollars per month is the compensation for being able to handle three to eight cars of this company on a three to five day and night trip. Naturally a man (page 6) being awake so many hours out of each 24 and having to travel the entire length of from three to eight long Pullman cars a great many times, has no trouble in carrying a healthy appetite. On a \$70 to \$80 salary how much do you suppose he can humor this appetite in high-priced diners and station lunch rooms? The prices mentioned, viz, 50 cents, 75 cents, and \$1, representing amounts we pay for our meals en route, are characterized "rates"; that is, we are paying a little less than the passenger. We are, many times, forced to pay the full rate and then the conductor, this "perfectly satisfied" employee of a most generous corporation, feels that a small period of fasting and extremely light lunch will restore his overworked stomach to normal.

Our company requires each conductor to furnish a bond of \$400 which they, the company, pay for themselves. Sleeping-car porters are not bonded, yet they are put in entire charge of cars from starting point to end of run, and

to-day some of the most despicable runs north of the Mason and Dixon line are operated by porters. The porter running in charge of a sleeping car receives \$42.50 per month, and when he is on a car handled regularly by a Pullman conductor he receives \$27.50 per month. At the periodical meetings held wherein porters and conductors are lectured on "better service" and generally (page 7) presided over by district superintendents and higher officials, the porters are continually reminded that their nickels, dimes, and quarters received as tips from passengers depend on themselves. They are urged to greater activity to procure more and larger tips. Why? To keep down dissatisfaction on their part, and the public is asked to pay this additional toll. The company won't pay it. The public must. Without the public's assistance the porter could not exist. No passenger may expect, after buying a ticket for a Pullman car, to get much service from a porter on his second trip if he fails to bestow the tip on the first trip.

Your railroad tickets are in possession of these irresponsible, unbonded porters, whose only obligation to the company is to be careful enough to hold their jobs, whose only incentive to honesty is the fear of being discharged, as he knows that is the extreme punishment he can receive. This porter "running in charge" is in complete charge and authority on this car—is up and awake all night back and forth through this car where your mother, wife, or sister is alone occupying a berth. Let me repeat that the worst punishment meted out to him—and he knows it only too well—for an offense against the passengers or dishonest act is dismissal, and to judge from the expressions of many of them, it is to be expected and has been expected—they feel they have not lost much, as most any kind of work will pay a (page 8) better salary than this, where they are forced to pay for any and all losses that occur from equipment of cars. I would ask the Pullman traveler how many cases of return of articles lost on Pullman sleeping cars he has heard of? If one could afford the experiment, let him leave an article of value about the car—an article without marks of identification. He might recover possession of it and he might not. Suppose you were the loser, and knowing the working conditions of the employees on this car, would you not feel that the policy of this company in making this porter exert himself to the utmost to earn him enough to give him enough to live on places him in a position where he is not to blame? I doubt if the matter has ever been placed before the public in this light before, but wish to assure you these are the bare facts. One of the authors of this note was for a number of years in a position in one of our largest districts where he had occasion to handle considerable correspondence relative to losses on cars, and we speak from knowledge when we say the recovery of valuable articles is far outnumbered by their non-recovery. It is hard to make a comparison between the two following thoughts, but they come to mind: We read so much about the small salaries paid bank employees who handle large sums of money—the argument in favor of better pay being that with a satisfactory salary he will not yield to temptation. Human nature is the same the world over. Here is (page 9) the irresponsible, unbonded porter—salary \$27.50 and \$42.50 per month—amounts often being deducted for losses—in entire charge of a car where passengers are soundly sleeping—baggage, jewelry, money running into the thousands, in their charge. Nothing between him and sleeping passengers but two curtains buttoned together. During the long hours of the night no one enters this car except an occasional brakeman. Train conductor, having secured his portion of the railroad tickets from porter, returns them to him and never sees the inside of car on this trip unless called in. Lights are extinguished in body for better sleeping comfort of passengers, making it nearly dark. Here you have the situation. Does it suggest anything? Because of the company's attitude on this question, the porter feels at liberty to go to extremes to procure this levy the Pullman Co. requires of their passengers in order to take a trip on their cars in comfort. It is a common practice among porters to acquaint each other regarding a passenger's disposition to "come across," so the regular patrons of our cars may rest assured the service rendered him before he tips is commensurate with his record as a tipper. To get just the ordinary service rightfully due him when he purchased a Pullman ticket, he must pay extra. Any porter can tell you of experiences in handling different classes of travel. For instance, theatrical troupes, (page 10) baseball clubs, etc., are bad tippers, and a porter having a number of days continuous service with this class of travel is generally down to one meal a day and a cheap one at that. Their salary is too small to last from one pay day to the next, so where there are no tips there are no "po'k chops." one pay day to the next, so where there are no tips there are no "po'k chops."

On the other hand, porters on lines well patronized by traveling salesmen have been known to make \$100 per month or more. We do not wish to convey the impressions that all Pullman porters are dishonest, although we heard one of the company's officials say: "The Pullman Co. has a system which is making more dishonest men than anything I know of." We believe many are able to withstand the miserable salary, bad treatment, etc., and still remain honest. But suppose he is still smarting under a recent 5, 10, 15 day penalization for some insignificant matter, or has been made to pay for losses on his car, and he finds himself with barely enough to purchase another day's meals. The opportunity presents itself. He accepts it. His strong denials are of no avail. He does not worry. It is merely a matter of another job. The bundle of correspondence between this employee, his superintendent, the suspicious loser, and the general offices grows and grows. Everybody who in any way could possibly be connected with this loss is given a chance to explain, but all to no purpose. Our company (page 11) intimates some place in this big bundle of correspondence to the passenger, that some fellow passenger is the culpable party. But that porter is looking for another job. You may have your suspicions, but you nor anyone else can prove them. It is a closed incident with this company, and it may as well be with you.

While on this subject of tipping, let me mention another incident of how the salary paid us is responsible for the conductor making a play for a tip. In mentioning this instance I believe I am safe in saying 98 per cent of the conductors could plead guilty if accused of it. We will suppose the conductor is in charge of three cars running between two important points. Travel is always heavy. The first comer gets choice lower berth in center of car. Within 10 minutes of leaving time, four men, arriving late, are informed by ticket agent, "No lowers left, plenty of uppers." Each buys ticket for upper. They enter car at different periods, and as each one hands Pullman conductor his ticket tells him he wants a lower if some one fails to show up. Conductor promises to remember each request. Now, to be absolutely fair, passenger first requesting a lower should be given preference if there is one to be had. We will now suppose that the fourth and last man to make the request for a lower berth quietly slips a coin into the conductor's palm, after this passenger No. 4 discovers there (page 12) is one lower berth and three candidates for it besides himself. It is so easy that it is laughable to say to and convince the other three that the fourth man gets the lower because he was first to make the request. Our company can not truthfully deny this happens continually. Many traveling men can vouch for its truth. It happens in cars in charge of conductors or porters. As an example of how this company acts when such things are made public, let us relate how the passenger buys a Pullman ticket for upper at ticket office after being informed by the ticket agent, "All lowers gone." Upon departure of train he finds that passenger for one lower fails to put in an appearance, so he purchases same from Pullman conductor. In addition to paying the difference of 20 per cent he tips Pullman conductor 50 cents. He later took the matter up with some railroad commission who got into communication with the Pullman Co. Here is the result. This Pullman conductor was forced to take a 30-day leave of absence and later discharged. Can't we get relief from these conditions? It is necessary to resort to every scheme outside of deliberate stealing to make ends meet. If we were paid sufficient wages, don't you believe we would think too much of the position, have more respect for ourselves and employers, make greater, more free-hearted, impartial efforts to please the traveling public than to do anything of this (page 13) nature?

Another feature of this service and one that any fair-minded man will admit is a monstrous piece of injustice is the work we do for which we receive no pay. For instance, a conductor is notified during the day he is to take charge of cars leaving at 2, 3, or 4 o'clock the next morning. He knows he must be on hand to commence receiving passengers generally at 9 p. m. and stay at his post until departure of train at 2, 3, or 4 next a. m., making five, six, or seven hours duty on the platform before his trip commences. In making out his time slip it will read, 2, 3, or 4 o'clock, as the case may be, which signifies to the company that he commenced work at this time. No mention is made on any records that he put in these five, six, or seven hours. We understand that our day commences at midnight, so we are supposedly paid from midnight on, but not a cent do we get for the time spent on the platform previous to 12 o'clock, and we have all had the experience of receiving passengers several hours in cold, raw, rainy, and snowy weather. We will suppose the railroad schedule gives his cars as due to arrive at their destination at 2 p. m.

that same day, but are five hours late, arriving at 7 p. m. His time slip will read arriving 2 p. m., although he is required to make all his reports read exact time of arrival, together with reason for late arrival. As he will not be allowed any time for these (page 14) extra five hours, it is of no consequence to him or the company whether his time slip reads arriving at 2 or 7 p. m. Can you imagine any railroad man in this country contributing five hours of his labor and time to his company without receiving pay for them? I could tell you of an instance where, a short time ago, one of our men was ordered to take charge of a car that made the round trip—getting him back to his home district in five hours—for which he received nothing. He was informed it would be useless to issue a time slip covering this period as the company would refuse to honor it.

Here is still another illustration of the greediness of our company: We have been assured time and time again that we are paid for time away from our home district, whether we worked or not. Now suppose the conductor is assigned to a car or cars due to leave his station at 1 p. m.—one hour after noon, January 1. He reaches his destination at 9 p. m. the same night. He is reassigned to cars that will bring him back to his district at 9 a. m., January 2. As our time is computed from midnight on, he receives pay from midnight. He would get no more if it took him until 12 o'clock to get back home. For the time he has put in from 1 p. m. until midnight, January 1, he receives nothing, notwithstanding the fact that he has purchased something to eat two or three times. Might not one appropriately say we have to pay to work for the Pullman Co.?

Again, suppose (page 15) conductor is in St. Paul, Minn., and his home district is St. Louis. He starts from St. Paul at 8 p. m. on car destined Chicago, at which place he arrives at 11 a. m. next day. Fifteen hours on the road. Surely a day's work. If he would go no farther than Chicago he would be entitled to one day's pay for 15 hours' work, but as he must get to his own district, which is St. Louis, he is put in charge of car going to this point and we will say arriving there 9 p. m. By getting in before midnight he gets nothing for this extra six or eight hours' work. Is this kind of treatment calculated to bring out that honest, sincere effort; that fair, impartial treatment of passengers?

Make the acquaintance of any Pullman conductor, and after he is convinced you are not a spotter or special agent of the company he will shortly convince you that conditions are at times almost unbearable; of the many unfair tactics of petty officials; of the man with the pull getting the cream; of the rough, abusive, and, many times, profane language he is forced to endure; and if he hasn't had the experience himself, he knows of or has heard of the many conductors who have been abused and ordered from the office when only in quest of information on something they do not understand. If you remind him of what a huge piece of beneficence that extra check is he will agree with all of his brother conductors in saying the men that get that check certainly earn it, and also (page 16) tell you of how during the last two or three months of the year the company saves thousands of dollars by greatly increasing the number of spotters, who well repay the company by turning in reports and complaints on the men sufficient to get them a five days' penalization, which kills all chances of getting the check, as five days can not be erased from his record short of six months' perfect record. He will tell you of service inspectors hiding behind posts or corners watching him while he receives passengers, or boarding rear of last car and come sneaking up through train, and if he finds a cigar or cigarette stub in a cuspidor or a ventilator not opened or not closed or a used towel not put away, or dust on the platform or window sill or passageway, or berth curtain not properly hooked, or his uniform soiled, not brushed, or not pressed, or his cap shiny around edges, or if temperature in car is cool enough for comfort of passengers asleep and conductor is on watch until 3 a. m., and if caught using a blanket while sitting up in seat to keep warm, etc., he is promptly bawled out, whether passengers are present or not; and, not content with this, a full written report goes to the chief service inspector, who promptly hands you the inevitable 5, 10, or 15 days. You ask if he likes his work, and he will invariably tell you he does; but if he has thought the matter over he will tell you the job has no future. After 10 years' (page 17) service he is drawing \$95 per month. He will continue to draw that amount after 20, 30, and 35 years' service. The only promotion he can look forward to is to some time "bump" some conductor off a run that is easier than his. He will tell you that the position he holds is not the attractive job it is generally supposed to be. In addition to

having to endure the bulldozing and abuse of his own company officials, he dare not defend himself against the same treatment of railroad employees, as he knows and has seen it demonstrated times without number his own company will not accord him their support. He will tell you he is the buffer knocked back and forth between the traveling public, the train crews, the railroad officials, and his own company.

Our high official spoke only too true when he said we were classified as common laborers. He spoke literally. We are both classed and treated as such. There is a long record of minor abuses, insults, broken promises, etc., that no body of organized men would endure, because they don't have to. These more fortunate men can remember when they had the same things to contend with; but now, standing shoulder to shoulder, they represent the highest class of men on the face of the earth belonging to the laboring class as regards intelligence, sincere efforts, and honesty of purpose. Our many efforts to get together for the purpose of asking an improvement and relief from present conditions, and having (page 18) met defeat each and every time in some mysterious way—no one seems to know how it is accomplished—gives ample ground for believing report that our company has an immense reserve fund set aside for the purpose of fighting any and all attempts on our part to improve our conditions or even to get a hearing. We read almost daily of legislation against corporations, or combinations run in restraint of trade, for the sole purpose of improving the condition of the laboring man, etc.; but who has heard of any attempt to investigate the working conditions and wages paid by this mammoth corporation, which pays an average salary of about equal to that of the lowest branch of the railroad service. We occasionally read in daily papers a short 15 or 20 line account regarding this company which can be classed as a criticism. The interested reader need not look on another page nor invest in any future editions of this same paper expecting to get more information, because this one little gasp is the last. This publication evidently can not find the smallest reason for offering further criticism, which gives rise to another suspicion, viz., that there is much truth in the reports often whispered among the employees that our wide awake company has an extremely capable man overlooking everything of an interesting nature at our Nation's Capital City—has an extremely capable man in Chicago whose (page 19) sole duty is to see that no newspaper gets any other idea than that the service rendered by this company, the example it sets to other organizations, is above par. That famous and patriotic exclamation, "Millions for defense, but not one cent for tribute!" comes to mind with but a slight variation. We can suggest to our worthy company, as their motto, its adoption with the following reconstruction: "Millions for suppression, but not one cent to improve our employees' welfare!"

Now, for an absolutely true incident that will convince the most skeptical, narrow-minded, "company's man" of the truth of these statements. During the winter of 1913 and 1914 one of the conductors, bound for Chicago from a western district, became so ill that he was unable to attend to his duties into Chicago, having to give up and lie down before finishing his run. Upon arrival at Chicago he was immediately taken to the conductors' quarters, a place capable of housing from 20 to 25 men, and maintained by the company, free of charge, for the conductors. Between one and two weeks this sick man was sheltered in this same house and same room with his brother conductors before it was discovered he had smallpox. He arose the morning of the last day he was there so deathly sick that a physician was at once summoned. He had been spotted for over a week but on this morning in question, large red, sore-looking bumps broke out over his face (page 20), back of his ears, and hands. He was hurriedly taken to the pesthouse, our company and city physicians and company officials notified, from 8 to 12 conductors who were in the house over night vaccinated, everybody instructed to report for work as usual, and that same afternoon and night every one of those conductors who were exposed to this terrible malady went out on their runs as if nothing had happened. The ~~for~~ ^{conductors} who had been coming and going all the time this contagious disease was in the house were rounded up when they would happen to reach Chicago and vaccinated. A 3-inch item in a secluded portion of one of the daily papers told of the patient being removed to the pesthouse. This closed the incident. Our wide-awake specialty man, he of the chair of suppression, had the chance of a lifetime to display his power and influence, and no one can dispute the fact that he made an artistic success of it. Were it not so much a question with us of right and wrong treatment, abuses, their suppressing, grinding down tactics, we, their humble employees, who so many times have to pay for the

privilege of working for this despotic organization, would feel like rising up and proclaiming our deep and lasting admiration for this wonderful brainy system that bends publications, railroad commissioners, lawmakers, and State officials to their will, an influence reaching from coast to coast, from Canada to the Gulf. (Page 21.) What wonderful brains must be behind this company, which is richer than the most prosperous railroad system or group of railroads. No competition. No opposition. Their perfect system of suppressing the newspapers, their immense fighting reserve fund, a powerful influence which can be made felt from the lowest to the highest in authority. No curbing tactics attempted from laws, lawyers, or commissions. On the other hand there is continual legislation against any company organization after their first suspicious move. Only recently a Chicago paper in an interview with their mayor published his suggestions for an increase in pay for the street railway employees. With their every night and an average of two meals at home each day they are drawing a better salary than the Pullman conductors. Nevertheless Mayor Harrison says, "Street car men are notoriously underpaid. The suggestion has been made that the city could well afford to set aside a certain percentage of its receipts from the surface lines, blood money which is first of all extracted from the public by means of inferior service and secondly from the traction employees who work an excessive number of hours for an insufficient hourly wage." This is only another of the many thousand efforts being made to help the victim of a big corporation.

These written pages are not the expressions of one (page 22) dissatisfied employee. Could you listen to a discussion of any length by two or more conductors, you will find this subject invariably turns to wages, conditions, treatment, etc., and if you get an expression from every conductor in this group or any other group in any district of this company you will not fail to detect the discouraged, dissatisfied tone and general air of dejection, and if you catch his words you will no longer be in doubt as to the extreme bitterness of feeling toward his company.

Another great cause for dissatisfaction is the way this extra or bonus check is handled. We are promised this extra money at end of year in return for perfect records. To illustrate a point in mind we will take two conductors of 12 years' service—\$95 per month. Both have regular runs. One conductor has an easy one-car run which takes him one night to make trip and one night to return. He never makes a mistake in his reports because there is nothing complicated to handle. He is an easy-going fellow; never exerts himself, because he doesn't have to. His highest ambition is to "get by" without trouble, without extra work, and, everything being so perfectly easy, he never fails to get the bonus. Conductor No. 2 handles four and five cars, is two days and two nights on road, has complicated rates to look up, heavy travel, compelled to work fast, supervises service on four or five cars, and (page 23) at end of year has 12 mistakes recorded against him—1 per month. Conductor No. 2 is hard working, ambitious, anxious to please, etc., and has been mentioned in a highly complimentary way by passengers a number of times. These letters of commendation always find their way into the hands of the chief service inspector, and we are told our record is decorated with "credits" as a result. Now, conductors Nos. 1 and 2 are absolutely honest. We will suppose that their reputation for honesty is so well established that their worst enemy would not accuse them of taking anything that did not belong to them. The end of the year finds conductor No. 2 without his bonus. His honesty, his extra efforts to please patrons of his cars, his "credits," go for naught. Conductor No. 1 has received his bonus. He did not make any mistake on his reports, did not receive a single credit, but is \$95 richer than his honest, harder working, unfortunate brother conductor. Truly a great system! What wonderful inducements to remain honest, to exert yourself to do more than is required by the book of rules. We can mention two different cases where conductors situated as conductor No. 2—on runs requiring hard work, the highest class of service—fail to receive this bonus because of mistakes in their reports. One of these conductors had been on this run for several years. It was considered a very difficult run to handle. (Page 24) His honesty was unquestioned. He failed to receive the bonus check on account of a number of incidentals. According to his own words, he lost faith in the company, in his employers, lost interest in his work, and brooded over the injustice of the act until he decided to get that money, regardless of the consequences. Of course, he was detected, and when brought before the officials had the courage to admit it, and gave them as his reason that he felt he was unjustly dealt with and determined to get what he

felt was rightfully his. He was told to go back to work and redeem himself. By sending him back to work the company virtually admitted the conductor was right. Isn't there some way to prevent a corporation employing thousands and thousands from continually holding before their employees' eyes an extra whole month's salary, reminding them week after week and month after month that it is within reach, causing them to look forward and plan and strain every nerve and then at the last moment, without previous notice, inform you, "You will not participate on account of such and such an incident happening on such and such a date." When a man builds hopes for one whole year on a certain pleasant event taking place, feeling confident and sure of himself, and then, without warning, have his hopes shattered, he feels like leaving behind all the good there is in him. We (page 25) claim this company's method of handling this bonus check is making more dishonest employees, causing more dissatisfaction, on top of the many other complaints we have, and adding to the intense feeling burning in the breasts of so many employees, and would ask its discontinuance. We don't want it. Give us a straight salary. We want to know what we are earning. We don't want anything pertaining to money we rightfully earn and deserve left to the warped judgment of a few officials who never leave their office and depend on reports from those hired character assassins—the service inspector and spotter, whose popular pastime during the last two or three months of the year is to manufacture something against an employee's record and save for his company the amount equal to one month's salary.

To explain the meaning of the phrase, "suppressing, grinding-down tactics" of this company, will invite you to make a close study of our four, five, and six stripe men—20, 25, and 30 years of service. Converse with them, question them, watch them closely—you will get no information because they are suspicious of every stranger. That suspicious glance to the right or left—that look of half fear, of abject humility; that lack of spirit, a senile, empty expression of countenance, and before you are through he has excused himself and gone. His many years' service with the company have taught him to be very (page 26) careful and not impart to the public any information of a private nature, any complaint as to conditions he is working under, because the listener might be a paid spy of the Pullman Co. He knows it means instant dismissal for an employee to express his honest sentiments, to complain of unbearable conditions. In this type of human being you have the company's ideal employee. They have made more mollicoddles by robbing them of their spirit and independence and manhood, by their systematic spy system, by the green-carpet interviews where he is backed up against the wall and bulldozed, threatened, reduced to extra list, or put on station duty at half pay until he reaches the stage where he is so broken in spirit that no "third degree" would have any terrors for him. Is this "ideal employee," this relic, this remnant of a man, going to complain, say a word other than that which he knows the company would want him to say, or make the slightest effort to rise above this state of slavery where he is only able to exist? Hardly. At the age of 50, 60, or 70 he knows nothing but blind obedience to every unreasonable demand, to jump in fear at the command of some subordinate—nothing but blind obedience to his czar. He is now thoroughly tamed. He hangs on long after his vigor, mental activity, and usefulness are gone. He is kept in the service in preference to a young, bright man (page 27) with pleasant countenance and smile because it is not always easy to break and mold some dispositions as the Pullman Co. has learned, so the taming and breaking-in process is postponed as long as possible. We do not wish to convey the impression that this class of employees is satisfied with the present conditions, but do claim that their 20, 25, and 30 years' training has reduced them to fear and trembling in the presence of an official, and realizing they are unfit for other labor, they, like the dumb animal which has been beaten into submission, have simply lain down and given up. Too many instances are on record in the past of these same fear-breeding, spirit-robbing tactics by unscrupulous organizations, those methods and acts of his employers that keeps a continual fear in his breast, of something, he knows not what, going to happen. Strong, indeed, is the human who is able to emerge from a lifetime of such service and retain his self-respect or manhood.

We firmly believe we do not exaggerate in the slightest when we say that 98 per cent of employers, from the smallest to the greatest corporation, have greatly improved the conditions of their employees within the last 20 years. The Pullman Co. has made no progress in this respect.

(Page 28) The authors of this note have seen many years' service with this company and will give them credit for making a number of changes, apparently to benefit the employees, but without any additional cost to themselves.

In closing this epistle we ask that you overlook the harsh, sarcastic statements. Our constant effort is to be amiable, cheerful, and with a welcome for every one, because we realize fully people do not have to ride in sleeping cars, but sometimes it gives us the feeling that something is going to crack when we smile and at the same time feel ready to burst. I am almost compelled to say the most hypocritical smile in evidence to-day is worn by the Pullman conductor.

We ask for relief from our present conditions. We make this appeal with feelings of respect for law and order, at the same time as intense and earnest as ever tore the breast of the most radical. A chance to explain, which is ever denied us—arbitration, adjustment, anything that will put us on an equal footing with men who are not our superiors in any respect.

We ask of you—investigate!

On thought has been uppermost in writing this note—to avoid exaggeration. Investigation will verify every statement herein made and will undoubtedly bring to light many more that (page 29) will cause reformers to sit up and take notice. It will reveal the strangle hold this company has on every one from its lowest employee to the highest Government official.

The writers of this note do not care to jeopardize their present positions by adding any signatures, and we believe you will agree with us after reading the foregoing.

PULLMAN CONDUCTORS.

REPLY OF MR. HUNGERFORD TO COMPLAINTS OF PULLMAN CONDUCTORS.

To the honorable United States Commission on Industrial Relations:

On April 7, 1915, your chairman announced that a communication had been made to the commission by certain conductors, of which a copy would be furnished the Pullman Co., so that it might check up the items and furnish a witness competent to testify regarding such, if any, of them as might be disputed. On April 8 the copy was furnished by your secretary.

It is largely composed of statements in the nature of argument, or of contentions, rather than of statements of fact for a witness. Most of its statements of fact have been covered by my testimony heretofore given. Of those which I may not have covered fully in my testimony already in, I desire to speak.

Referring to the pages of the copy furnished:

Page 1. Attention is called to my testimony that two free uniforms per year are furnished, instead of one as stated in the communication. Two free caps are also furnished.

Page 2. Statement that conductor is required to take up railroad tickets in 95 per cent of the runs and is held responsible, etc., is not true. Facts are as follows: On approximately 10 per cent of the railroads operating Pullman cars, Pullman employees handle railroad tickets, although in a majority of those cases they are handled only at night and train conductor or train auditor handles them during the day. On approximately 90 per cent of the railroads the train conductors or train auditors handle the tickets, with the exception that on cars leaving late at night Pullman employees lift transportation from passengers, but it is turned over to train conductor when he takes charge of the train. It is usual on most railroads where passengers board the train en route at a late hour, for Pullman employees to lift their railroad tickets when checking them to berths, which, however, are turned over to train conductor shortly after, this being done in order not to delay passengers who may desire to retire immediately. Pullman employees are not responsible for railroad tickets handled by them for the railroad company, nor is the Pullman Co. In answer to a question of Commissioner Garretson, Witness Bell said, in substance, that Pullman conductors were penalized or given suspensions for mistakes in handling railroad tickets. This is not true.

As to seeing that railroad tickets are properly routed, the fact is that people selling Pullman tickets are required to see that these Pullman tickets correspond with the railroad tickets, and conductor selling Pullman space en route is expected to see that it corresponds with railroad ticket. See page 30, printed book of instructions, heretofore handed commission.

At end of page 2 and top of page 3, about Pullman conductors assisting train conductors: Not true so far as any requirement of the Pullman Co. is concerned.

Page 3. Statement as to testimony in California that conductors were classed as "common laborers" is untrue. It is understood that the commission has a copy of this testimony, to which reference is respectfully made.

Page 4. Uniform, expenses on road, etc., I think fully covered by my previous testimony.

Page 7. About porters being urged to greater activity to procure more and larger tips. Not true. There is not so much as an intimation about tips.

Page 8. About porters being compelled to pay for losses. They are not required to pay for lost equipment. Linen losses have been fully explained in my testimony. Treatment of passenger losses or articles left in cars, I have already testified about.

Page 10. Further statement with respect to an employee smarting under a recent 5, 10, or 15 day penalization for some insignificant matter or made to pay for losses on his car. The employees are not penalized for insignificant matters, and when the record of an employee is assessed with a penalty it is for some infraction of the rules for which a penalty is properly imposed as a matter of necessary discipline for the good of the service and the ultimate good of the employee himself, who, by this method, does not get what might in some cases be the extreme penalty of a discharge, but instead retains his employment whenever it is thought that justice to the traveling public warrants giving him a further chance. Employees are not called upon to pay or to make good the losses sustained or claimed to have been sustained by passengers. It is stated that strong denials of employees are of no avail. Any employee of this company can get a hearing upon any complaint made against him, or anything for which he is penalized, and often their denials do avail to relieve them.

Page 11. A statement which I believe does the conductors a great injustice. It states that 98 per cent of the conductors could plead guilty if accused of favoring a passenger who gives them a gratuity over another passenger who has spoken for a lower berth ahead of the one giving the gratuity. Our investigations lead to the belief that such things are not at all common in our service, but we have had some complaints of this nature made to the Interstate Commerce Commission, which have received thorough investigation, and in most instances it has been found that the lower berths given to passengers, after a statement has been made that there were no lower berths, grow out of uncalled-for reservations either at the terminal or at intermediate stations. In the whole service of the company within my recollection there has never been but one man discharged for this cause, and that after repeated offenses and strong complaints by passengers. Other complaints have been investigated and found untrue, and the conductors exonerated.

Page 13. The statement that conductors put in time and service for which they are not paid is not true. A man going on duty at 9 p. m. to receive passengers for a run starting after midnight is not paid on the basis of his time slip showing departure at 2 or 3 or 4 o'clock the following morning. The time slip conforms to the car movement, but the man receives a full day's pay for his night's work.

Page 14. In the instance spoken of, where a man made a round trip, getting him back to his home district in 5 hours for which he received nothing; under the rules the man would be entitled to pay for that service, and if not paid in the instance recited it was a mistake which should have been corrected.

Pages 14 and 15. The supposed case of a conductor leaving St. Paul for Chicago, and then soon after arrival at Chicago, being sent out to St. Louis is probably an imaginary case which could hardly happen. The St. Louis district men performing service between St. Paul and Chicago would probably be sent to St. Louis on the night of the day on which he arrived in Chicago, reaching St. Louis the following morning, receiving two days' pay for the trip from St. Paul to St. Louis instead of one, as stated on page 15. I don't believe such a thing ever happened, and if it did, I should be glad to know it, and the date, so that if it was wrong it could be corrected.

Page 16. With respect to conductors using blankets for warmth at night when sitting up on watch; they should not be penalized or reprimanded for this, and I don't think they are.

Pages 18, 19, and 21. The Pullman Co. purchasing newspaper service. There is no truth whatever in this statement. The newspapers have frequently and

freely had articles with respect to the Pullman Co. that they certainly would not have had if influenced by that company, and during my entire connection with the company I have never known of a man being employed to procure favorable notices from newspapers or suppression of unfavorable things, nor anything in the nature of a press agent or press bureau. An examination of the newspapers during the nearly 30 years of my connection with the company will demonstrate that they have been free from influence of the Pullman Co.

Pages 19 and 20. Smallpox incident. There was such a case. It was handled by the health officers of the city of Chicago with Dr. Crowder, our superintendent of sanitation, cooperating under their direction and in accordance with the most modern methods. The patient quickly recovered. No other person contracted the disease, and until this communication no complaint from anyone was ever known. Statement of Dr. Crowder submitted.

That there was no article with display headlines about this in the newspapers is not unusual, and I think it is not at all usual for such things to be prominent in the newspapers locally in any town or city.

Page 22. With respect to the difference between the reports of the conductors—one handling one car, and another a number of cars, and the bearing that the errors made has upon the bonus check: Each case with respect to such errors is taken up upon its merits, and if by reason of heavy work the error is a natural one, it is not usual to penalize the conductor. He might, at most, be cautioned to exercise greater care.

It was understood from the chairman that the communication was signed by a number of persons who, upon checking their names, were ascertained to be in the service of the Pullman Co. The language of the last sentence of the communication, according to the copy furnished, recites that it is not signed at all. I would like to suggest to the commission that if any names were furnished the commission of persons purporting to present this communication, from which any check could be made with respect to whether they were or were not in the service, the commission may have been misled in that matter, and that the communication was not in fact presented by persons in the service of the company. It is not believed by me that many, if any, of the conductors in service would in fact agree with the statements of the communication. This is plainly indicated to my satisfaction by the fact that since the reports of statements made here before the commission by former employees have been published in the newspapers our conductors are coming voluntarily to our district superintendents and saying that they do not agree with the statements of the former employees and repudiating and protesting against such statements.

Respectfully submitted.

L. S. HUNGERFORD.

APRIL 15, 1915.

MEMORANDUM TO MR. HUNGERFORD.

Subject: Illness of Conductor H. J. Fallon.

Conductor H. J. Fallon arrived in Chicago on the Burlington train No. 6, February 6, 1914. He was feeling unwell, and went immediately to the conductors' house at No. 3138 Lake Park Avenue. He was still feeling unwell the next day, and sent his reports to the district office without going in person. That day he called on Dr. Arthur W. K. Downes, at Thirty-first Street and Cottage Grove Avenue who continued to take care of him up to February 11 without recognizing the nature of his disease. Dr. Downes was communicated with over the telephone by Mr. Giltzow on February 10 and said that Conductor Fallon was afflicted with a bad case of la grippe. On the morning of February 11 Conductor Fallon's skin showed a rash, and this was recognized by Dr. Downes as smallpox. He immediately notified our district office and the city board of health, and arranged to have the board of health take charge of the case. I was notified of the situation by Mr. Patterson, and immediately went to the house, where I met a representative of the health department. While I was there Conductor Fallon was removed in an ambulance, sent by the health department, to the isolation hospital.

After the nature of the case was recognized no one was allowed to leave the house until the health department representative and myself had seen them. Everyone who was there on the morning of February 11 was vaccinated, regardless of how recently this had been previously done, and was then allowed to go

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on about his duties with the instruction that he should immediately report any illness, however trifling, that might occur within the next two weeks. I believe it was entirely proper, in view of the precaution of immediate revaccination, that these men should take up their runs and continue in service, rather than that they should be held in quarantine until after the period of incubation of smallpox had passed. This procedure is in line with the general practice of most public-health authorities, only those persons being held in quarantine who refuse vaccination.

From the house register was taken a list of the names of those conductors who had been there while Conductor Fallon was ill, namely, between the evening of February 6 and the morning of February 11. Such of these men as were not still in the house were located at the earliest possible moment and were called to my office for vaccination, or in case they had gone out of reach of my office, they were asked to report to our local physicians for revaccination, and these precautions were fully complied with.

The porters and conductors who had taken charge of the cars in the train on which Conductor Fallon arrived in Chicago on February 6 were also located and were immediately called in for revaccination. Similar action was taken with the porters who arrived in Chicago with Conductor Fallon on February 6.

The house at 3138 Lake Park Avenue was vacated and given into the charge of the Chicago Health Department, under whose direction fumigation was carried out, and, after a proper interval, the house reoccupied.

The health department was also notified of the cars on which Conductor Fallon had last operated, and sent a representative to the Burlington yards, where these cars were then located; under his direction these cars were fumigated and released.

I believe that every possible precaution was taken in the handling of this case. Inasmuch as the health department of the city of Chicago was fully informed and was in immediate control so soon as the diagnosis was made, it appears that there could have been no attempt at concealment of the facts or deception as to the conditions. No subsequent cases of smallpox developed as the result of exposure of other persons to Conductor Fallon, or to the house and cars which he occupied, and no cases of smallpox have since been in the house at 3138 Lake Park Avenue.

T. R. CROWDER,
Superintendent of Sanitation.

EXHIBITS.

HUNGERFORD EXHIBIT NO. 1.

RATE OF PAY OF CONDUCTORS IN SERVICE APRIL 1, 1915.

29 at.....	\$70
121 at.....	75
181 at.....	80
780 at.....	85
565 at.....	90
610 at.....	95
118 at.....	100

2,404 (total)

CHICAGO, April 15, 1915.

HUNGERFORD EXHIBIT NO. 2.

CONDUCTOR "A."

Below are a few runs that show the mileage Pullman conductors have to make:

PER MONTH.

Denver & Rio Grande Railroad:

Denver to Ogden, 9,514½ miles—

Leave Denver.....	9.00 a. m.
Arrive Ogden.....	4.00 p. m.
Leave Ogden.....	1.15 p. m.
Arrive Denver.....	6.20 p. m.
Lay-over at Ogden, 20 hours 35 minutes.	
Lay-over at Denver, 38 hours 40 minutes.	

Southern Pacific Railroad:

Los Angeles to San Francisco, 9,730¾ miles—

Leave Los Angeles.....	8.00 p. m.
Arrive San Francisco.....	9.45 a. m.
Leave San Francisco.....	8.00 p. m.
Arrive Los Angeles.....	9.45 a. m.
Lay-over at San Francisco, 10 hours 15 minutes.	
Lay-over at Los Angeles, 34 hours 15 minutes.	

San Pedro, Los Angeles & Salt Lake Railroad:

Los Angeles to Salt Lake, 9,636 miles—

Leave Los Angeles.....	8.00 a. m.
Arrive Salt Lake.....	6.30 p. m.
Leave Salt Lake.....	11.50 p. m.
Arrive Los Angeles.....	7.45 a. m.
Car open for occupancy at Salt Lake.....	9.00 a. m.
Passengers permitted to occupy car at Salt Lake until.....	8.00 a. m.
Lay-over at Salt Lake, 13 hours.	
Lay-over at Los Angeles, 36 hours 15 minutes.	

Union Pacific and Southern Pacific Railroads:

Omaha to San Francisco, 13,452 miles—

Leave Omaha.....	12.40 a. m.
Arrive Oakland.....	9.03 a. m.
Leave Oakland.....	10.45 a. m.
Arrive Omaha.....	7.35 p. m.
Lay-over at Oakland, 25 hours 42 minutes.	
Lay-over at Omaha, 53 hours 5 minutes.	

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Union Pacific—Oregon Short Line—Oregon-Washington Railroad & Navigation Co.:

Omaha to Portland, 12,058 miles—

Leave Omaha.....	12.40 a. m.
Arrive Portland.....	12.15 p. m.
Leave Portland.....	6.30 p. m.
Arrive Omaha.....	6.50 a. m.
Lay-over at Portland, 54 hours 15 minutes.	
Lay-over at Omaha, 41 hours 50 minutes.	

Chicago, Burlington & Quincy Railroad:

Chicago to Denver, 12,610½ miles—

Leave Chicago.....	10.05 a. m.
Arrive Denver.....	2.30 p. m.
Leave Denver.....	2.30 p. m.
Arrive Chicago.....	9.00 p. m.
Lay-over at Denver, 24 hours.	
Lay-over at Chicago, 37 hours 5 minutes.	

Atchinson, Topeka & Santa Fe Railroad:

Chicago to Los Angeles, 13,549 miles—

Leave Chicago.....	8.05 p. m.
Arrive Los Angeles.....	2.40 p. m.
Leave Los Angeles.....	1.10 p. m.
Arrive Chicago.....	11.15 a. m.
Lay-over at Los Angeles, 46 hours 30 minutes.	
Lay-over at Chicago, 56 hours 50 minutes.	

BELL EXHIBIT.

FEDERATION OF PULLMAN CONDUCTORS OF AMERICA,

CHICAGO, April 17, 1915.

UNITED STATES INDUSTRIAL COMMISSION,

Transportation Building, Chicago.

GENTLEMEN: Complying with your command to furnish comparative information in regard to time put in on duty by train and Pullman conductors, I take from the Illinois Central conductors the following:

Day train to St. Louis, 8 hours per day, 20 trips per month, 160 hours.

Night train to St. Louis, 10 hours per night, 20 trips per month, 200 hours.

Through trains on the main line to Centralia, 6 hours per day, 24 times per month, 144 hours.

On the local trains the conductor works on I. C., 173.10 hours.

The above statement compares favorably with time put in on most roads by train conductors for the hours worked per month. The St. Louis runs given above are the same as the Alton, Wabash, and the C. & E. I. R. Rs.

FOR THE PULLMAN CONDUCTOR.

On the Illinois Central to St. Louis must report at 9 p. m. for the night trains; usually goes to work at 10 or 10.30 p. m. and gets in St. Louis about 8 in the morning, making approximately 10 hours actual train work at 26 nights per month, 260 hours, with 1 hour added for each night in St. Louis.

This applies to Wabash, Alton, C. & E. I. as well.

On the same road to New Orleans, round trip, 51 hours 20 minutes, 7½ trips per month; 351½ hours, less 8 hours sleep, 319½ hours.

On No. 3 and No. 2 on the Burlington to Denver, 66 hours for the trip, less 16 hours sleep; 50 hours, 7½ times per month, 375 hours.

On the long or coast runs the conductor and porter are on a 60-hour trip, 120 ~~no~~ for the round trip, with from 8 to 12 hours off for sleep, according to run, making approximately 110 actual duty, 3 times per month, 330 hours.

These extensions are very nearly exactly correct; as near as they could be without figuring out every little exception, and will apply to the short, medium long, and the long runs all over the country.

MEALS PURCHASED AWAY FROM HOME.

On a short run meals away from home would average about 3 per trip, making 3 times 13, or 39, at an average of 40 cents, \$15.60.

A medium long run, 8 meals, 7½ times, 60 meals, at 40 cents, \$24.

A long run, 20 meals, 3 times per month, 60 meals, at 40 cents, \$24.

I have put the price at 40 cents per, which is as low as a person can get by with and less than almost all of them do get by for. My personal expenses on a medium long run were usually about \$30, and on a short one about \$22. This was including meals, car fare, and all things covering necessary expenses.

Thanking you for consideration shown me, and trusting I have made myself clear in the above statement, I am,

Yours, very respectfully,

R. W. BELL,
12051 Parnell Avenue.

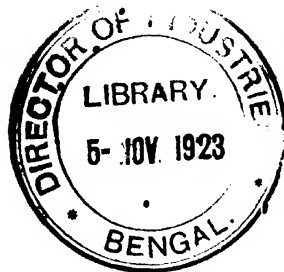
LINCOLN EXHIBIT.

EXTRACT FROM TESTIMONY OF L. S. HUNGERFORD BEFORE THE UNITED STATES COMMISSION ON INDUSTRIAL RELATIONS ON APRIL 5, 1915.

This extract is not from the official report, which is not available to me, but is taken from the report of Samuel M. Morgan, court reporter, in Chicago, who was employed by the Pullman Co. at the hearing. The extract is at page 99 of the Morgan report.

"A. The linen situation is one that has been pretty embarrassing all around. The linen is turned over to the porter, and it is part of his duty to handle that linen. I feel that if he will exercise the proper care and count his linen he will have no trouble. The fact of the matter is that they don't count their linen. Our shortage last year—what we call car shortage; porters' shortage line account—amounted to \$178,000. That is in addition to our condemnation and shortage by theft, which would run it up to \$300,000. Out of that \$178,000 there was about 17 per cent collected from the porters, more in the line of discipline for failure on their part to comply with instructions to count the linen and exercise due care. We have had that matter under consideration for some time and the company is now doing away with these porters' collections."

ROBERT T. LINCOLN.



HARRIMAN RAILROAD SYSTEM STRIKE

(For exhibits under this subject see pages 9958 to 10066)

COMMISSION ON INDUSTRIAL RELATIONS.

CHICAGO, ILL., April 7, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Aishton, O'Connell, Ballard, and Garretson.

Chairman WALSH. Mr. Markham.

TESTIMONY OF MR. CHARLES H. MARKHAM.

Chairman WALSH. What is your name, please?

Mr. MARKHAM. Charles H. Markham.

Chairman WALSH. Where do you reside?

Mr. MARKHAM. Chicago.

Chairman WALSH. What is your business?

Mr. MARKHAM. I am president of the Illinois Central Railroad and the Yazoo & Mississippi Valley Railroad.

Chairman WALSH. How long have you occupied that position?

Mr. MARKHAM. A little over four years.

Chairman WALSH. What was your position with the company at the time the trouble arose with the shop employees in 1911?

Mr. MARKHAM. I was president, sir.

Chairman WALSH. What other railroad positions have you occupied, please, Mr. Markham, going back from this time?

Mr. MARKHAM. Going back from the present?

Chairman WALSH. Going back; yes.

Mr. MARKHAM. For the immediate 6 years preceding my employment by the Illinois Central I was in the oil business; for some 23 years preceding that time I was in the employ of the Southern Pacific Co. in various capacities, as station service, as general officer; and when I left the service I was vice president and general manager of the Southern Pacific.

Chairman WALSH. Mr. West has notified us that you desire to make a statement before any questions are propounded to you, which you have prepared. If you do, you may proceed now.

Mr. MARKHAM. Thank you. The subject is a very important one to us, Mr. Chairman. And I should like to go into it in some detail. Shall I proceed, Mr. Chairman?

Chairman WALSH. You may proceed, Mr. Markham.

Mr. MARKHAM. Before beginning the account of the causes of these difficulties, I wish to make the following statement [reads]:

"My name is Charles H. Markham. I am president of the Illinois Central Railroad Co. and of the Yazoo & Mississippi Valley Railroad Co., and have served continuously as president of these companies since January, 1911. Practically all of my adult life I have been engaged in railroad work, except about six years spent in the oil business, and have been connected with railroads in the West in various capacities as an officer of the traffic and operating departments. I think, therefore, that I am fairly familiar with the history of the relations between railroads in western territory and their employees, extending over a quarter of a century.

"Before beginning an account of the causes that brought about the strike of 1911 on the Illinois Central, and my account of its incidents, I wish to say, with all possible emphasis, that I am sure there has never been a strike in the United States which had as little foundation and for which there was so little an excuse. It was as ill advised and as inopportune as it was unexpected. It grew out of no real or substantial grievance. On the part of the men it was advertised as a strike for a principle, but in fact no principle which was vital to the existence and growth of organized labor was involved. It disturbed the relations between a great railroad company and nearly 9,000 of its employees. It, for a time, disorganized the commerce of that part of the country dependent

upon the Illinois Central system for service. It involved this company in an extraordinary and unnecessary expense. It disturbed the peace of communities in certain parts of the country. It gave anxiety to the officers of the railroad, the officers of the unions, and the officers of the law. It was a striking example of hasty, ill-advised action not on the part of the rank and file of the men, but on the part of certain ambitious would-be leaders, moved partly, no doubt, by selfish ambition and partly by a mistaken idea of the welfare of their fellow employees.

"That many of the men and their families suffered privations and hardships as a result of this strike, I have no doubt. If, as has been intimated, the burden of the unfortunate affair fell upon innocent women and helpless children, no one can deplore this fact more than myself. And yet, I feel, as a trustee of an important property upon whose continued prosperity depend the incomes of widows and orphans, that we were without power to prevent the suicidal course which the men in this case chose to adopt, except by surrendering our functions as managers and directors of the property to the ultimate destruction of its power both to earn money for the stockholders and to serve the public as a common carrier.

"The Illinois Central Railroad Co. since its beginning has never assumed an attitude of antagonism to union labor. It has, for practically all of its history, maintained the most friendly relations with its employees. I am sure no corporation has a more consistent record in this respect than the Illinois Central. Its recognition of the right of its employees to organize has always been full and complete. For many years it has pursued the policy of making contracts with such unions of which its employees are members as customarily have contracts with railroads. These contracts have related to wages, the conditions of labor, and other matters which are usually included in contracts of this nature. Throughout this narrative I use the word 'contract' because such is the popular designation of the written statement of the wages and conditions of labor which are usually settled between a railroad company and its employees. I do not mean to be understood as implying that these statements have all the legal incidents of a contract. It is therefore to be understood that, when I use the word 'contract' in this statement, it is to be taken as subject to the limitations just indicated. I make that reservation because of conditions arising with respect to continuous employment.

"The Illinois Central has always met its employees more than half way in entering into this class of contracts and, as a result, the feeling between the management of the railroad and the employees has been of the most cordial nature. As an evidence of this fact, it is sufficient to mention that, while its rates are upon a comparatively low basis, due to the fact that it has considerable mileage in the Central Freight Association territory and to the further fact that it must meet the competition of the Mississippi River, yet wages and working conditions on this line are based upon those in effect in the western group of railroads. In other words, its rate basis is that of the East and its wage basis is that of the West. It therefore, while carrying a low scale of rates, pays wages upon a higher basis.

"Among other contracts in effect upon the Illinois Central prior to the autumn of 1911 were contracts with the various unions of shopmen employed by this company. With these crafts, seven in number, this company had contracts governing wages, hours of employment, and working conditions. These contracts were made between the company and the employees as a result of conferences freely entered into and amicably conducted. They were revised from time to time as a result of such conferences, and so successfully had this method operated that, prior to the strike now under investigation, there had never been any strike on the Illinois Central based upon the refusal of the company to meet the committees of the employees and to conform to their wishes wherever the interests of the company would permit. This was the condition of affairs on the line of the Illinois Central up to June, 1911.

"About the middle of June, 1911, a communication was received by the Illinois Central, dated June 10, 1911, reading as follows:

"FEDERATION OF RAILWAY EMPLOYEES,

"I. C. SYSTEM AND ALLIED LINES,

"Paducah, Ky., June 10, 1911.

"Mr. T. J. FOLEY,

"Asst. Gen. Mgr. Illinois Central Railroad, Chicago, Ill.

"DEAR SIR: The following organizations, International Ass'n of Machinists, I. A. of Steam Fitters, B. It. O. of A., I. A. of S. M. Works, B. R. Clerks, B. of

B. S. & H., Painters & Decorators, B. of B. M. & I. S. B. of A., and Federal Labor Union, representing employees of the Illinois Central Railroad and allied lines, have formed a federation of railway employees of the I. C. Railroad and allied lines and have, through the executive board representing all of the above organizations, formulated rules and special agreements covering working conditions and wage scale, and we desire to inform you that these rules and agreements are now in the hands of the printers and will be ready within a week and will be submitted to you. It is the desire of the executive board representing the federation that an audience be granted them at the earliest possible opportunity for the purpose of discussing and adopting these agreements and to notify the undersigned of date set for conference, allowing time to arrange for transportation to reach Chicago on date assigned by you.

"Yours, truly,

"J. F. McCREERY, *President.*

"W. E. BOWEN, *Secretary.*

"Mr. McCreery, whose name was signed to this communication, was a car repairer, and the Mr. Bowen, who signed his name, as secretary, was a railway clerk. As will be seen, it was stated that these persons represented the following unions: Brotherhood of Railway Clerks, Brotherhood of Railway Car Men, International Brotherhood of Blacksmiths, Boilermakers and Iron Shipbuilders' International Union, International Association of Machinists, Amalgamated Sheet Metal Workers' Alliance, International Association of Steamfitters, Painters, Decorators, and Paper Hangers' International Union, and several Federal labor unions, composed of helpers and laborers.

"When this communication was received, purporting to come from the officials of the so-called System Federation, an organization which had never been dealt with by the Illinois Central and which had only lately come into existence, it was found that with seven of the nine organizations named the Illinois Central had valid and existing contracts covering wages, hours of service, and conditions of labor, all of which contained a requirement that when any change was necessary or desired by either party, 30 days' written notice should be given of the desire of either party to make a change before any consideration should be given to the desired changes. In the absence of this 30 days' notice, the contract should continue indefinitely. Two of the unions mentioned in this communication, to wit, the Brotherhood of Railway Clerks and the Federal Labor Unions, had no such contracts. Since the communication purported to speak for the seven organizations with which the company had existing contracts, the management, naturally, declined to meet this committee, since there had been no objections to any of the contracts made by the crafts themselves and no notice had been given of any desire to negotiate for a change in the contracts, all of which were then in existence. The officers of the System Federation were therefore advised that since these contracts with the several labor unions were unchanged and since no notice had been given of a desire to have them changed, the company did not feel that it could recognize the right of the System Federation to speak for these unions or to negotiate in their behalf. Upon receipt of this reply the officers of the System Federation took a strike vote. Ordinarily a preliminary strike vote means no more than that the officers of the union are thereby provided with a force whereby the officials of the company can be compelled to accede to the desires of the men. The vote was not taken, however, in conformity with the laws of the unions, particularly in that the rules of the various unions provided that the vote should be by secret ballot, and this requirement was not complied with. The employees, however, were officially recorded as having voted for a strike, although, as stated, the result was reached by irregular methods. On August 9, 1911, certain representatives of the individual unions addressed to the general manager of the Illinois Central a communication asking that they be granted an audience for the purpose of talking over the matter of granting a conference to the System Federation committee.

"It will be noted that this was not a request for a conference between the management and the officers of the several unions for the purpose of considering new contracts or changes in existing contracts or for the purpose of discussing any of the conditions of labor prevailing among the several crafts, but the conference was requested for the purpose of seeking to induce the management to meet the committee of the System Federation. On the same day formal demand was made upon the company by the same officers of the unions to the effect that the management should meet the committee of the System Federation

for the purpose of discussing matters conceived to be of interest to the officers of the Federation. In neither of these communications was there any notice given to the company that existing contracts were unsatisfactory or that there was any desire on the part of the unions to have these contracts devised. The subject matter of both communications was a recognition of the right of the officers of the System Federation to be received and their right to discuss questions of interest to the employees. In other words, it was apparently the view of these officers that existing contracts should remain in effect in all respects unimpaired, but that without abrogating these contracts another and inconsistent arrangement of some sort should be entered into with the officers of the so-called System Federation. Some other and further negotiations were had, and as a result thereof the assistant general manager of this company, on August 29, notified Mr. Kramer, representing the blacksmiths, that the management would meet the accredited representatives of all organizations with which there were existing contracts to discuss matters connected therewith on August 30. Such a conference was had on August 30, at which there were present seven of the representatives of organized labor, representing the employees, and the vice president and general manager, the assistant general manager, and the general superintendent of motive power, representing the company. On August 31 I received in conference a committee of three officers of the union.

"At both these conferences it was stated by the management that the existing contracts had not been canceled, and that we did not feel free to discuss new agreements while such contracts were in existence; that we had received no notice from the various unions that they desired these contracts abrogated; that we had always lived up to our contracts; that nothing had come to our attention indicating that the contracts were unsatisfactory to the men or that they desired any change in the scale of wages, the hours of service, or other conditions of employment. We steadfastly declined to confer with the officers of the new System Federation while the contracts with the various crafts were still in effect. On September 1, after these conferences had been concluded, we received another communication from the officers of the crafts requesting us to meet the System Federation. In reply to this communication I wrote the following letter, which speaks for itself:

" SEPTEMBER 4, 1911.

"Mr. W. F. KRAMER,

"585 Monon Building, Chicago, Ill.

"DEAR SIR: This is to acknowledge receipt of communication signed by yourself and others and reading as follows:

"Owing to our inability to secure a satisfactory adjustment of the grievances existing between the various organizations we represent and the Illinois Central Railway Co., through you as president of said company, at the conference held yesterday afternoon between yourself and a subcommittee selected from this body, as per your request or suggestion, we again request that you or your accredited representatives grant an audience to the committee of your employees as represented by the System Federation, with a view to negotiating an agreement.

"Should you still persist in not granting this request by 10.30 Tuesday morning, September 5, 1911, we will take such action as we deem necessary for the protection of our organizations. Please address all communications to Mr. W. F. Kramer, 585 Monon Building, Chicago.

"Hoping to be favored with a prompt reply, we remain,

"Yours, very truly,

"A. Hinzeman, Boilermakers and Helpers; P. J. Conlon, Machinists; Wm. F. Kramer, Blacksmiths and Helpers; Thos. Redding, Sheet Metal Workers; John Fitzpatrick, Federal Labor Union; John J. Carrigan, Brotherhood of Railway Clerks; Wm. E. Rodriguez, Painters; J. H. Kinsella, Steamfitters; Frank Paquin, Brotherhood of Railway Carmen."

"As has been repeatedly stated to yourself and associates, present at meetings with Mr. Park and myself, there are in existence certain contracts between the Illinois Central Railroad and seven of the organizations represented in the foregoing communication. Never before in the history of our dealings with labor organizations have we been asked to change contracts, except in the usual manner provided therein, viz, that the 30 days' formal notice, which has always been regarded as an essential feature of same, be given. The required 30 days' notice not having been given in the manner provided in each of the different contracts, we regard them as still in effect and must again decline to enter into negotiations with other agencies for the purpose of making any changes therein.

"That there may be no possibility of a misunderstanding on the part of our employees, I also wish to say that, as a result of past experience with similar organizations, and after careful consideration of all questions involved, the management of the Illinois Central Railroad has reached the conclusion that its duty to the shipping and traveling public, dependent upon it for transportation facilities, its regard for the welfare of its employees and those dependent upon them, and also for the interests of its 10,000 stockholders, will not permit it to enter into negotiations with an organization in compliance with the initial demands of which would deprive the officers of the company of the power to manage its affairs.

"The paramount interest in this controversy is that of the shipping and traveling public, and, being convinced that it is the ultimate purpose of the federation to consolidate railroad service employees into one organization, the management does not feel that public opinion would sustain it in entering into an agreement which would place in the hands of one body the power to throttle the commerce of the country. Neither does it believe that the same public opinion will sustain any action which will result in a disruption of the harmonious relations that have heretofore existed between the Illinois Central Railroad and its employees.

"You will, of course, take whatever action you may consider necessary for the protection of your respective organizations, but, if you will permit me to say it, it is my opinion that you can take no action that will afford any better protection than to advise them to live up to their contracts with this company, just as it has always lived up to its contracts with them. If any other course is pursued and trouble results the responsibility is yours, not ours."

"It should be stated that, after the strike vote had been taken, certain of the international officers of the unions, notably President O'Connell, of the machinists; Vice President Conlon, of the same organization; and Vice President Hinzeman, of the boilermakers, refused to sanction a walkout until further efforts had been made to have all differences amicably adjusted. The international officials also investigated the methods pursued by the officials of the System Federation in taking the strike vote. The International Executive Board of the Machinists emphatically refused to sanction a strike, giving as its principal reason for this action that the contracts provided for 30 days' notice, and no such notice had been given. After considerable investigation, and the holding of numerous conferences, the international officials, to whom the matter had been referred by the System Federation, announced that the strike vote would not be recognized, but that, owing to various irregularities, another strike vote must be taken, which should be conducted in accordance with the laws of the respective unions. It was particularly insisted by the international officers that a secret ballot should be taken, as the laws of the order required. A letter was sent out to the various unions, signed by the officials of the nine unions involved in the federation, instructing that a vote be taken, to be returned not later than October 10. Since the machinists had definitely declined to sanction a strike, the letter just referred to contained this statement and the following questions on which the employees were required to vote:

"It has recently developed that several of our large organizations are not in position to pay strike benefits, and, while their international unions have sanctioned a strike, it is with their moral support only."

"Also, 'That the question has been raised by the company and by President O'Connell, international president of the machinists, as to the legality of the notice that was served on the company June 10 by the officers of the System Federation, and, not knowing at this time whether we would get the support of the machinists, we request each organization to immediately call a special meeting and proceed to take another vote according to your respective constitutions.'

"In taking the strike vote the members must have in mind the following points and vote upon each one separately:

"1. Will you vote to enforce recognition of the System Federation?"

"2. Will you strike if the Machinists' International refuses to sanction a strike?"

"3. Will you strike regardless of financial assistance?"

"4. Should the demand of the company that the 30 days' notice be served be complied with?"

"This letter calling for a vote was sent out on September 12. It would appear, however, that the machinists met in convention on September 18, and while it would appear that such action was vigorously opposed by the president and many other leaders of the machinists, the convention, by close vote, sanc-

tioned a strike on the Harriman lines, so called, the Illinois Central and the Grand Trunk Pacific. The leaders protested against this action on the ground that they believed that the time was not ripe for a general strike; that there was no money in the treasury with which to pay strike benefits; and that defeat was almost certainly inevitable. Some of the leaders charged that the socialistic element was behind this movement, with the ulterior purpose of disrupting trade-unionism and of bringing its principles into disrepute. Apparently this action of the machinists' convention precipitated the strike, although there had been no legal vote taken on the proposition nor had the various unions replied in the proper way to the four questions submitted in the letter of September 12.

"It will thus be seen that considerable mystery surrounds the exact cause of the walkout. The officials of the railroad are at a loss to understand why the strike occurred when it did. The employees were preparing to vote as they had been instructed to do by the international officers. These employees had under consideration the situation in all of its phases and were giving due consideration to all the facts when the strike was ordered. There was no complaint in regard to wages or other conditions of employment. The only question at issue was as to whether the company would recognize the so-called System Federation, and that, too, at a time when the contracts with the several unions were still in force. No warning was given to the officials of the company of the purpose of the men to abandon their work. They had every reason to believe that the employees would abide the result of the vote which was not to be returned until October 10. They had no reason to anticipate that the machinists' convention had the authority to order a strike or would do so even if such authority was lodged in that body. Many, if not most, of the employees evidently were astounded when orders were issued requiring them to abandon work. It is not believed by the management that the rank and file of its shopmen were in favor of breaking existing contracts, and that, too, without warning or notice of any kind.

"It should be always remembered that the management of the Illinois Central stood on the 30 days' clause of the contracts with seven of these unions. This was not a mere technicality. The 30 days' clause had a substantial basis and represented a most valuable feature of the contract. It had been agreed to both by the unions and by the railroad, and unquestionably for the same reason, in order that each might be protected against hasty action taken in emergency by either party. If the notice had been given, as the contract required, opportunity would have been given to the management to explain to the representatives of the several unions its objection to this form of organization. It would have been explained to these officers that similar movements in the past had proved disastrous and reasons would have been adduced therefor. It would have been shown that the effect upon labor was demoralizing as well as upon the railroad and the general public. The management had reason to believe, and still believes, that the great body of the men did not understand what this System Federation really meant and had had no opportunity fully to realize just what such a federation would lead to. It would have been the privilege and the pleasure of the officers of the company, if the proper period of negotiations had been permitted, to explain to the employees just what this System Federation meant to them, so that the action of the union officials could have been taken calmly, deliberately, and intentionally and in the full light of a presentation of the railroad's side of the matter. It may be said, however, that this explanation could have been made to the officers of the System Federation and that no good reason existed for not meeting these officers and conferring with them; but the answer is that the railroad company would have been forced into a most inconsistent position if it had met these System Federation officers in conference. Such an action on the part of the railroad company would have been itself a recognition of the right of the men to form this federation and to demand that the railroad company should treat with it.

"It was the desire of the management to explain to the men its objections to any system federation. Would it be thought possible that arguments of this kind would have prevailed with the officers of the federation itself, the tenure of whose office depended upon the continued existence of the federation? If the company had consented to meet these officers, it could not be consistently argued that the federation should not be formed. It would be a recognition of the fact that it had already been formed, that it had been wisely and properly formed, and that the company had acquiesced in this method of handling the matter. Furthermore, these signed contracts had been made between the railroad and

its employees, and in the absence of any notice of their abrogation both sides had a right to insist that they be respected. Our experience had taught us that the men had always insisted that both the letter and spirit of the contract should be observed. Would it not have been a gross breach of faith on the part of the company to have entered into new contracts with the System Federation in direct violation of existing contracts with the various unions? And if the new contracts had contained provisions which were at variance with those in effect with the various organizations, how could the company have justified its action in the premises?

"Before proceeding further with this statement, it may be as well to call attention to the fact that one of the unions involved in this matter included the clerks. It has never been the policy of the railroad company to recognize a labor union composed of clerks. These men sustain a more or less confidential relation to their employers. They manifestly stand in a class by themselves. By reason of the nature of their duties they are much closer to the railroad officials than are the workmen in the shops or the employees on the trains. It must be admitted by every fair-minded man that if these clerks join the unions and become associated with organized labor generally, their obligation to the union would be superior to the obligation to their employers, and that the interests of the company would thereby be seriously impaired. The opportunity which these clerks would necessarily have of knowing what goes on in the general offices of the company would lead to endless trouble and strife between the officers and the employees. Every trivial matter would be reported to the unions, and there would be no such thing as the company having any secrets whatever relating to competitive business, negotiations with labor unions, or the like, from its employees. It was therefore not considered advisable to recognize the right of the clerks to organize in this manner.

"Our judgment in declining to recognize a union of the clerks was amply vindicated by the course of events after the strike. I will a little later show that at Memphis, New Orleans, and elsewhere, the business of the company was greatly hindered by the action of the striking clerks in removing and concealing records, in removing cards from cars, and in exchanging cards on cars so that the utmost confusion resulted from their action. The mix up caused by changing the cards on the cars led to shipments going astray, to great delay in the delivery of freight, to unnecessary out-of-line hauls, and to the payment of heavy claims based on the failure to deliver goods promptly or, in some cases, to deliver perishable goods at all.

"Aside from the point, as to failure to give notice, candor forces me to say that the management of the Illinois Central is, upon principle, opposed to the System Federation idea. In this it is in accord with the best thought of leaders both of employers and employed. The leading labor officials of the United States are believed to be by no means enthusiastic in regard to the System Federation plan of making contracts. This same proposition was the basis upon which the Knights of Labor was built and the principal reason for its failure. Each trade has its own environment, its own problems, and its own method of solving them. The American Federation of Labor has for many years refused to adopt a universal trade-mark or union label for all trades to use. It is easy to see how a system federation, such as was proposed on the Illinois Central, would cause a trivial dispute in one department to result in involving all workmen in all other departments and lead to a general strike of all workmen on account of a grievance in which nine-tenths of them had no interest whatever.

"One of the best informed men in the United States upon the labor question is the Hon. Edgar E. Clark, formerly president of the Order of Railway Conductors, now a most distinguished member of the Interstate Commerce Commission. In his testimony before the United States commission investigating the American Railway Union strike of 1894, Mr. Clark said:

"I believe the majority of the men engaged in any one trade or calling should have a right to fix the conditions under which the men in that trade should work. I think they should have that right uninfluenced by or without any dictation from any other organization or any other class of employees."

"Before that same commission, Mr. P. H. Morrissey, then president of the Brotherhood of Railroad Trainmen, said:

"The American Railway Union came into existence with the declaration that the Brotherhood of Railway Trainmen and kindred organizations were weak, ineffective, and, in a word, were playing nothing short of a confidence game on the men they assumed to represent. The Brotherhood of Railroad Trainmen for a long time has been representing certain classes of men in the

train service, and presume to say they have done it as effectively as could be done under trades-union principles or as a labor organization.

"The American Railway Union came into the field saying we were weak and ridiculed every earnest, honest method used by our organization to achieve good for the men they represent. When we failed it was a subject for ridicule by the lecturers of the American Railway Union. That naturally produced bitterness."

"The history of labor disputes in the country tends to the same conclusion. The American Railway Union was formed upon pretty much the same principles as underlay the System Federation of shopmen. Their declaration of principles contains the statement:

"That the trades-union idea has ceased to be useful or adequate; that pride of organization, petty jealousies, and the conflict of views into which the men are trained in separate organizations under different leaders tend to defeat the common object of all and enable the railroad to use such organizations against each other in contentions over wages and working conditions; that the interests of each of the railroad employees of the United States as to wages, treatment, hours of labor, legislation, insurance, mutual aid, etc., are common to all, and hence all ought to belong to one organization that shall assert its united strength in the protection of the rights of every member."

"It is within the memory of everybody that the strike of 1894 was caused by the refusal of the members of the American Railway Union to work for any railroad using Pullman cars on its trains. This was not because there was any quarrel between the men and the railroads, but only on account of a difference of opinion between employees of the Pullman Co. and their employers. Yet, as a result of the principles of a system federation, the railroads were made the innocent sufferers, the commerce of the country was demoralized, and the peace of many communities greatly disturbed. I might refer to a comparatively recent labor disturbance in Ireland, which grew out of the same fact. In that case the railroads were made the victims of a strike because lumber was hauled for a company against which certain members of a union had a grievance.

"The Illinois Central Railroad Co. saw foreshadowed in the proposed System Federation a repetition of the American Railway Union trouble of 1894. When the first System Federation was formed four trades were involved; on the Harriman lines of the West there were five; on the Illinois Central there were nine. This System Federation, as proposed on the Illinois Central, had announced that 'all railroad organizations affiliated with the American Federation of Labor are eligible for membership.' The situation, therefore, upon the Illinois Central presented a very serious aspect. The System Federation idea was apparently gaining ground. New converts were every day being gained for the idea. The time was rapidly approaching when it could not be controlled. The difficulty in harmonizing the complex characters, nationalities, habits, employments, and requirements of the members had become a serious problem even to its organizers. The United States commission which investigated the American Railway Union situation, in referring to the strength of such forms of trade-unionism as had declined to become part of a large federation, said:

"The trade-unionists argue that their strength lies largely in their comparative freedom from these objections, and they insist that the basis of a successful labor organization must be substantial similarity in interests among the members."

"But if the System Federation once became established it would, as indicated in the testimony of Mr. Morrissey heretofore referred to, overshadow the international unions and deprive them of their power. If a system federation, composed of shopmen on the Illinois Central, succeeded, is it not clear that it would have extended so as to include all the employees on the Illinois Central? The next step would have been the organization of a national system federation, composed of all railroad employees in the United States, and this would have meant the realization of the dream of the old American Railway Union leaders. Although it would have had a membership of only one-sixth of the American Federation of Labor, it would have had many thousand times its power. The American Federation of Labor is a moral influence that seeks to aid all other organizations in its membership, but it has no power to call a strike. But the National System Federation could order strikes on one road or on every road in North America. The railroads would be at the mercy of such an organization. The policy of a railroad would be absolutely under the dictation of such a powerful body. There is no reason why this federation should not be extended further so as to include employees of manufacturing enterprises. If this should be

accomplished both the railroad and its patrons would be in the hands of the same organization and the business of any industry could be absolutely destroyed by refusing to permit the railroads to haul the products of that industry. This is not an extreme or impossible view. It is the logical outcome of the plan of organization proposed. Not only would the railroads be at the mercy of this organization, but all forms of industry could be boycotted and their business destroyed if the wishes of the leaders were not met in all respects. In other words, wherever there should arise a difference of opinion between a single industry or a single line of railroad and one class of its employees, the whole machinery of the national federation could be directed toward redressing the real or supposed grievance, to the detriment of the trade and commerce of the country. No such supreme and unlimited power should be vested in any man or set of men under a democratic form of government. The executive committee of such a national federation would be more supreme than the most autocratic ruler in the world. The disastrous consequence of such an arrangement must be evident to every thoughtful and patriotic mind. The Illinois Central Railroad Co. felt that it owed a duty to its stockholders, to its patrons, and to the country to resist in every legitimate and proper way the beginning of such a monstrous system. It believed at the time that if it could have 30 days of calm and dispassionate counsel with the men its officers could demonstrate the folly of the proposed action of the unions in organizing this System Federation. It did not seek a strike; it deplored such a result. Moreover, its action in declining to recognize this federation has been indorsed by the press of the country, by many of the chief executives of the States through which it operates, by boards of trade and other commercial organizations in the principal cities which it serves, and by the vast majority of enlightened and public-spirited citizens everywhere.

"One important aspect of this controversy should be emphasized. There is a marked distinction between the mechanical employees of a railroad company and the men who operate the trains. A labor union composed of engineers, conductors, and trainmen is limited in its membership to railroad employees. The work of these men does not extend into the so-called industrial trades or occupations. The Brotherhood of Locomotive Engineers, the Order of Railway Conductors, and the Order of Railway Trainmen have no ramifications whatever outside of the railroad service. But it should be remembered that the unions composed of machinists, boiler makers, steam fitters, and so forth, include men who work for all kinds of manufacturing enterprises as well as for the railroads. The same union will include shopmen laboring for the Illinois Central and for the Baldwin Locomotive Works, for instance, manufacturing the engines for use on the railroads. The union composed of carmen on the railroad will also include the carmen of the Pullman Co. or any other enterprise manufacturing cars. It will thus be seen that these workmen have a most peculiar relation to the railroad, the industries from which it makes the purchases, and the industries which furnish the tonnage by which the railroad is maintained.

"Assuming, therefore, that these shopmen are permitted to federate and to act as a unit in every controversy, there are necessarily affected not only the railroad but a vast number of industrial concerns which, necessarily, have more or less business with the railroads. This System Federation, therefore, becomes a weapon aimed not only at the heart of the railroad but at the heart of practically every manufacturing enterprise in the country, so that a grievance against the railroad becomes a grievance against every manufacturing concern that sells to the railroad or patronizes the railroad.

The precise effect of an organization of this character, which includes not only railroad employees but employees of industrial enterprises, is shown by the history of the strike in Ireland, to which I have already briefly referred. It is a matter of common knowledge that in that case a lumber firm in Dublin had trouble with its employees over some of the conditions of labor. These employees were members of an organization known as the Amalgamated Servants. This federation included the employees of the lumber firm and also another organization known as the Amalgamated Railway Servants. Now, there was no controversy between the railroad and its employees, but the members of the Amalgamated Railway Servants struck because the railroad company was hauling freight shipped by the lumber firm with which another branch of the order had its controversy. It was in that case shown that the Amalgamated Servants had frankly admitted that they had organized in the particular way in which they had for the reason that they could thereby control transporta-

tion facilities and absolutely ruin an industry and make it powerless in the event that any members of the union had a controversy with that industry. Now, it is evident that if this System Federation had grown in numbers, influence, and organization, if there should be a controversy between a sawmill, for instance, and its employees, those employees, who were members of the same federation with the railroad employees, would prevail upon the railroad employees to strike if any product of that mill was transported by the railroad. The disastrous consequence of an arrangement of this kind can readily be seen. A result of this kind would not so clearly follow in the case of an organization of men all of whom were limited to railway service. We think, therefore, that in resisting the organization of this federation we were not only conserving our own property, not only doing a valuable service to other railroads, but were acting as a buffer to protect every form of manufacturing industry from a menace which would, in a short time, have threatened the very existence of all forms of industry.

"The New York Tribune, in discussing the federation plan in its issue of September 7, 1911, uses this language:

"And the public has fully as much reason to regard with anxiety the proposal to concentrate into a single organization authority over the labor engaged in the indispensable public service performed by the railroads as it might have to fear plans for extensive railroad combinations, like that of the Northern Securities Co., which was condemned by the law. One of the railroad presidents speaks of the power which would be in the hands of a combination of all classes of railway employees, those in the shops as well as those engaged in actual operation of the roads, as a power to "throttle commerce." That is no exaggeration, so greatly would the relation of the railroads to their workmen be changed through the proposed labor combination. And it is to be remembered that the combination would be totally irresponsible. It would not be incorporated. It would not be governed by any of the public-service legislation of the country, which has gone far in making capital engaged in performing a public service recognize that it is "affected with a public interest," but which has totally failed to hold the labor combinations among public-service employees to a similar responsibility.

"Moreover, this proposed combination of labor unions lacks the justification which all fair-minded people concede to exist in the case of the unions themselves. Collective bargaining is necessary for the protection of labor. But the organization of each craft by itself and its separate recognition by the railroads has proved adequate to secure for the railroad employee fair treatment. Railroad workmen are well paid. Advances in wages have been made frequently, the latest advance occurring last year at a time when the railroads had not completely recovered from the effects of the panic and when their earnings were falling. Thus the public can see no reason why increased power in bargaining with the railroads is requisite to the welfare of the employees, and it can see abundant reasons for regarding with anxiety the placing of such power as is now proposed over an indispensable public service in the hands of an irresponsible and legally unregulated labor combination."

"The Chicago Record-Herald of October 1, 1911, stated that the business community generally regarded the strike as radical and unwise and that it occurred at a most inopportune time. It was stated in this article that several important commercial bodies had indorsed the attitude of the railroads.

"The Chicago Inter-Ocean, in its issue of October 3, 1911, stated that the strike was ill advised and that no more inopportune time could have been selected for that purpose. It was said that some of the demands of the strikers read as if they were formulated by socialistic theorists, totally ignorant of actual conditions of railroad work.

"The New Orleans Item, in its issue of September 10, 1911, uses this language:

"After a careful and impartial study of this controversy we can find nothing that would justify a strike at the present time. Judging from the expressions of all sorts of papers, representing all sorts of opinions, and from the talk of the people, we believe that the public would set this strike down, if it should occur now, as unjustifiable. If the public is not with the strikers, their strike is utterly doomed to failure in advance."

"The New Orleans Picayune, in its issue of October 11, uses this language:

"The statement that many thousands of railroad employees have struck, or are striking, in order to force their employees to acknowledge and accept the authority of an organization which is a federation of all the other labor unions

announces the attempt to establish an additional and more powerful consolidation of the forces of the labor element in our population.

"The railroads employ among the members of their working forces persons skilled in almost every branch of mechanical labor. They embrace all the trades that are combined in the building and repairing of railroad locomotives, cars, and the various appliances that are used in the operation of railway transportation. The men engaged in these various occupations are organized in their specific trade-unions, the blacksmiths in one, the machinists in another, the carpenters in another, the painters in another, and the upholsterers in another, and so on.

"The employers have to deal with each of these trade-unions separately; but now it is proposed to federate the numerous unions into a single body, controlled by a management which speaks for all and whose command all must obey. Heretofore it has been possible when some controversy arose with the blacksmiths, only they had to be settled with, while all the other trades were not complaining and were apparently satisfied; but under the general federation proposition, if a blacksmith should complain of his relations with his employer, all the members of all the federated unions would be bound to take his part and, if ordered to do so, to strike in his behalf.

"Such a proposition not only vastly increases the domination of labor element over the employers, but it establishes an absolute despotism over every member in the great consolidated federation, since thousands of workers whose labor is necessary for the support of their families must leave their employment, abandon their livelihood, and subject themselves to conditions of complete dependence because a single individual in the entire federation is engaged in a controversy with an employer somewhere."

"Again, the same paper says:

"If this were a strike for better wages, for shorter hours of labor, and other burdens on the employees, the strikers would be sure of a large amount of popular sympathy. It is nothing of the sort, however, but only a movement to place a vast body of workpeople, their daily living and that of their families in the grip of a small group or oligarchy of managers or monarchs, which is a matter with which the general public can have no special concern."

"Many other similar quotations could be read into the record from newspapers of not such wide circulation published in many points along the line of the Illinois Central system. There will be further references to the actions of officers and commercial organizations in the further presentation of the facts of this strike.

"This was not a struggle between capital and labor. The Illinois Central was at all times willing to fulfill its contracts or, if these contracts were in any way unsatisfactory, to discuss with the men the making of new contracts. It never refused to meet the accredited officers of the labor unions with which it had these contracts. No question of or conditions of labor was involved. It was a life and death matter with the railroad, but not a life and death matter with the crafts. That the railroad is not opposed to union labor is shown by the fact that it has never refused to employ a shopman either before or since the strike on account of his connection with a labor union. It has refused employment to no man on account of his connection with a labor union, and it will not do so. It has never refused to reemploy any workman because he left the service in the strike, unless it appeared that he had violated the laws of the land or had been perniciously active in hindering or embarrassing the operation of the railroad.

"It is my purpose to go somewhat into detail in regard to the history of this strike, since, as I understand it, it is the desire of the commission to be informed of what measures were taken by the strikers to carry their point, and what defensive measures were taken by the railroad company to protect its property and continue the operation of the railroad and thereby discharge its duty to the public. I can not, of course, deal with every incident of a strike which was more or less acute for a period of about five months and which involved the operation of the railroad in 14 States. However, I will mention the more prominent events and particularly those which were called to the attention of the public, and which were typical and significant of the attitude of both parties to the controversy. I may say that I am perhaps as familiar with the transactions which I shall mention as any other person connected with the railroad, since I made it my business to keep in close touch with the matter throughout the continuance of the acute period.

"The strike of the clerks was confined to the southern lines of the Illinois Central Railroad and to the lines of the Yazoo & Mississippi Valley Railroad. That is to say, with the exception of some points on the Ohio River, there was no general walkout of the clerks in northern territory.

"The strike of the clerks occurred on September 25, 1911, some days in advance of the strike of the mechanical employees. Six hundred and ninety-eight clerks quit the service on that day. These striking employees were distributed as follows: Two hundred and eighty-four at New Orleans; 130 at Memphis; 22 at Evansville; 4 at Princeton, Ky.; 18 at Paducah; 22 at Water Valley, Miss.; 9 at Louisville; 18 at Vicksburg; 47 at Mounds, Ill.; 23 at Jackson, Tenn.; 4 at Dyersburg, Tenn.; 2 at Ripley, Tenn.; 15 at Canton, Miss.; 57 at Jackson, Miss.; 7 at Brookhaven, Miss.; and 14 at McComb, Miss. The clerks at the smaller towns did not sever their connection with the company. I might mention that, in advance of the general shopmen's strike, at Memphis, there was a so-called sympathetic strike of a number of mechanical employees, which occurred on September 25, the same day when the clerks went out. Generally speaking, however, the strike in the mechanical department did not occur until September 30, 1911. On that date, or very soon thereafter, there occurred a strike of 860 boilermakers and helpers; 474 blacksmiths and helpers; 1,228 machinists; 212 tinners, coppersmiths, and sheet-metal workers; 151 pipefitters, steamfitters, and helpers; 271 painters and helpers, and more than 3,500 car men, these being for the most part employed at the Burnside shops in Chicago; Centralia, Ill.; East St. Louis, Ill.; Clinton, Ill.; Mattoon, Ill.; Freeport, Ill.; Waterloo, Iowa; Jackson, Tenn.; Paducah, Ky.; Fulton, Ky.; Memphis, Tenn.; McComb, Miss.; Water Valley, Miss.; and New Orleans, La.

"In addition to these members of the crafts a number of other employees, helpers, cinder-pit men, etc., struck, bringing the total in the locomotive and car departments up to 8,587. This strike was accompanied by the usual incidents with which this commission must be familiar. The strikers, at practically every point, formed picket lines around the company's property with the purpose to prevent the employment of men to take their places. More or less violence usually attends a strike of this character, and this was not absent in this case. The management of the railroad company felt it to be its imperative duty to supply the places of those who quit its service at the earliest possible moment, and therefore steps were taken to secure a supply of men to carry on the necessary work of the railroad. It was, of course, impossible in every case to obtain men on the ground, and the importation of some laborers from other States was therefore imperatively demanded. I may say that in the States of Alabama, Nebraska, Minnesota, Wisconsin, Indiana, Arkansas, and South Dakota we encountered very little trouble, and nothing occurred in these States which calls for special mention here. The mileage of the Illinois Central system in each of these States is comparatively small; nor are there situated in any of those States any very important repair shops. We did not find it necessary to take any extraordinary precautions in any of these States. We did have a commissioner at Birmingham for a time, but it was discontinued much sooner than at many other points. I will therefore confine my narrative to the States of Iowa, Illinois, Kentucky, Tennessee, Mississippi, and Louisiana, where strike conditions were more acute and where the principal trouble was encountered.

"In a general way, I may say that at practically all of the important points where persons were employed in the mechanical trades, and where a large number of clerks struck, we found it necessary to establish commissaries and to provide sleeping quarters for the men who took the place of the striking employees. We found little or no difficulty in securing an abundance of men to do our work, and the problem before us was to furnish these men with sustenance and protection, so that the work of the railroad might go on. Our experience soon taught us that it would not be safe for these employees to leave the premises to secure meals and lodging, since they were constantly interfered with and, indeed, found it practically impossible to pass the picket line established by the strikers near the railroad premises. These commissaries were abolished gradually as conditions improved, and were entirely discontinued at the end of about six months from the time of the walkout. It was our settled policy to avoid conflicts and violence of every kind, wherever that was possible. As an evidence of this fact, I may mention that at no time were any of the persons employed by us to take the place of strikers permitted to carry weapons of any kind. When the assault was made upon our shop force at Water Valley, Miss., to which I will presently refer, not a man in our employ was armed. When the train carrying employees into and through McComb, Miss., was fired

upon by a mob, not a man on the train had a weapon of any kind. Our effort was to comply strictly with all laws, State and Federal, and to handle the matter in such a way as to be free from criticism, in so far as provoking acts of violence was concerned. We did employ a number of special agents or watchmen to assist the Federal and State authorities in maintaining order, and particularly in protecting our property at the various places where violence was threatened. I confidently assert that no incident can be mentioned where the employees of the company were responsible for any outbreak or any act of violence, or, if such incidents did occur, they were isolated and exceptional.

"In order that the commission may understand precisely what happened, I will undertake to review the course of the strike in the several States.

"In the State of Iowa we had only one point—Waterloo—where any very considerable number of mechanical employees were located. At that point, on the 8th of October, a number of persons undertook to enter our shop, but this effort was defeated by the vigilance of the watchmen employed to protect the property there. Some of these watchmen were severely injured by missiles thrown by the mob into the grounds. There were isolated acts of violence at this point from time to time, but the situation was never desperate, and the local authorities felt that they were competent to take care of the matter, and it was therefore not necessary to appeal to the Federal authorities. No suit for injunction was filed in the State of Iowa, although we found it necessary to keep the shops under guard and to maintain a commissary at that point.

"In the State of Illinois we had but little trouble at our important Burnside shops, in the city of Chicago, where were employed the largest number of mechanical employees of any point on the system. The protection furnished by the city authorities was all that could be desired, and we encountered comparatively little trouble at this point. Upon several occasions rocks were thrown through the windows of our suburban trains at Chicago, and on October 2 one man was arrested for assaulting employees at Burnside, and fined \$200 and placed under a peace bond. On October 7 another man was arrested for assaulting employees and placed under a peace bond. Upon one occasion a switch engine was turned loose at or near Burnside, and was wrecked by running into a freight train on the main line. Minor and occasional interferences were had with our suburban service, engines being sometimes disabled and other acts of lawlessness committed, but I hardly think they are worthy of detailed mention in this connection.

"We did, however, encounter a good deal of trouble at Centralia, some trouble at Carbondale, and not a little at Mounds and East St. Louis.

"At Centralia, on October 2, certain car repairers were forced to leave their work and a number of section laborers interfered with. There was a good deal of miscellaneous shooting at Carbondale on October 4, several windows in the roundhouse being shot out.

"At Clinton, Ill., on October 10, the engine of a passenger train was disabled by having a piece of iron placed in the guide. On October 18, at Centralia, three of our clerks were attacked by a mob, and several efforts were made to cut hose on passenger trains. On October 21, at Centralia, a watchman was assaulted and beaten. On October 23, at Centralia, a watchman was assaulted while mailing a letter, and on the same day another watchman was badly hurt.

"On the 1st of November, at Carbondale, the assistant train master was fired upon while calling train crews. On November 6, at Carbondale, a striking machinist was assaulted. On November 9, at Centralia, an assault was made upon one of our employees. On November 20, at Carbondale, 11 shots were fired at the roundhouse.

"On October 1, at Mounds, the clerks' carding cars were assaulted with stones and one clerk was injured. Assaults were also made upon the roundhouse foreman at that place and other acts of lawlessness committed. On October 21, at Mounds, Ill., three shots were fired into the office of the assistant train master. On October 25, at Mounds, 16 shots were fired into our office building situated in the railroad yard.

"On October 27 two yard clerks were assaulted at East St. Louis, and on October 28, at the same place, three watchmen and a clerk were assaulted. On the same date two watchmen were assaulted by persons who were presumably in sympathy with the strikers. On October 24 a roundsman at East St. Louis was fired upon, a bullet passing through his coat.

"These incidents are typical of the character of trouble which we encountered in Illinois, and as a result of such acts of violence and intimidation the railroad company found it necessary to apply to the United States circuit court for

an injunction. A bill for an injunction was filed and a temporary injunction granted on October 3, 1911, the suit being brought in the eastern district of Illinois, at Cairo. The application for an injunction was vigorously resisted by the defendants, and on October 23, 1911, a motion to dissolve this injunction was heard before United States District Judge Wright, at which time affidavits were offered by both sides, and the case was argued elaborately. The affidavits submitted by the company showed a number of acts of violence at Mounds, Centralia, and Carbondale. After full argument the motion to dissolve the injunction was overruled and the same continued in force and effect. Quite a number of contempt proceedings were instituted to punish persons for violating the court's injunction. I will mention some of them:

"Jesse Hawkins was fined \$100 and given a sentence of 30 days in jail by the United States court for making an assault on October 8 upon Eugene Coombes, a clerk at Cairo.

"George Sherwood and J. R. Yoden were fined \$200 each and given a sentence of 60 days in jail for making an assault on October 18, 1911, upon William T. Burge, a clerk at Centralia.

"On October 29, 1911, Miles Burpo was assaulted by William McLaine and M. I. Williams at Carbondale. These men were cited for contempt, but the court felt that it had not been shown beyond a reasonable doubt that the assault grew out of any labor trouble, and the defendants were discharged.

"Ernest McClurg, on November 6, 1911, undertook to make an assault upon a machinist named Haffi, but was prevented from actually striking Haffi by the presence of a deputy marshal. McClurg was fined \$100 and imprisoned for 30 days.

"On December 4, 1911, Barnard Harley and Henry Joby assaulted Ralph Dunn, employed as a clerk at Mounds. Harley was fined \$200 and given a jail sentence of 60 days, and Joby was fined \$100 and given a jail sentence of 30 days.

"On December 14, 1911, Omer V. Hudson, a striker, was arrested by United States deputy marshal for threatening a call boy. The case, however, was disposed of by Hudson's paying the costs.

"On October 16, 1911, contempt proceedings were instituted against Charles Linder, C. A. Anthony, and H. E. Maxy. These men were charged with assaulting two employees of the company at East St. Louis on October 6, 1911. The arrest of these men was ordered, but they were never found by the United States marshal.

"On October 19 contempt proceedings were filed against Thomas Woods and James Whitmore. Whitmore was tried first, was found guilty, and a fine of \$100 and costs was imposed. Woods was arrested later and his case tried on November 21. He was found guilty, but judgment was suspended conditioned upon good behavior.

"On November 2 contempt proceedings were begun against Charles P. Denison. He was charged with having made an assault upon an employee of the company at East St. Louis. He was found guilty and sentenced to pay a fine of \$200 and to a jail sentence of two months.

"In January, 1912, proceedings were begun against James T. McCloskey, James Mengher, and Fred Irwin, for violations of the injunction, alleged to have been committed at Clinton. The case was heard by the Federal judge and the parties dismissed with a warning.

"In March, 1912, contempt proceedings were begun against two men by the name of Hilliard and Nash. These men were placed under bonds of \$1,000 to keep the peace. They were charged with violations of the injunction occurring at Mattoon.

"As indicating the view of the judge of the district court, before whom these proceedings were instituted, I will read into the record the opinion of Judge F. M. Wright delivered on November 21, 1911, in the case of *United States v. Thomas Woods*, president of the local boiler makers' union at East St. Louis. Judge Wright, in rendering his opinion, said:

"This injunction was issued after a fair open hearing in a court of justice. Everybody had an opportunity to be heard upon it, and some of the defendants and others did appear and they were heard upon it, and after a full and fair consideration of the application for an injunction the court determined that it was proper and issue it. It was issued, and thereafter it became the process of this court. Now, I said over and over again, I repeat it again, that that is not the injunction of any judge. It is belittling an injunction to call it the injunction of this or that judge. It is as easy to call it the Constitution and

laws of the United States. It becomes binding and effective as any other law that ever was passed. If anybody will undertake to read it, undertake to examine it, they will find that it starts out: "The President of the United States to the defendants in the case, greeting," and it concludes with the name of Edward D. White, Chief Justice of the United States. That is what it said. It is the concrete form of a sovereign command to the people of the United States. If there was ever a high mandate from the sovereign authority of the United States, it is this injunction. It is not my order, it is the order of the court. Of course it requires the voice of some judge to express it, just like in Congress it requires the majority vote of the Members of the two Houses. But it is not their law after it is passed. Any resistance of a command like that is the resistance of the highest authority on earth. That much is to be said of the injunction.

"I know there are a class of people in this country that don't want any law at all and don't want to have any courts. They denounce it; belittle it—these processes of the courts. I say the injunction was properly issued. Now, this railroad is merely a private corporation. Don't get it into your minds that it is public, for it is not. It is a private corporation, and they are entitled to the same rights as you and I are entitled to as individuals, precisely the same, no more and no less. Now, this man here is charged with inducing in some manner, by threats or otherwise, these men immediately employed by this railroad company, a private corporation, to quit. If it was a private individual, it would be precisely the same, no more and no less. Now, there is no peculiar understanding or situation here. Some people have an idea that because it is a railroad it has no rights at all. Now, no one has a right to conspire; no men—no two or more men have a right to conspire to induce anybody whom Mr. Flannigan says he has in his employ—no one has a right, no two or more men have a right to inspire a man to leave Mr. Flannigan's employ to his injury, and no benefit to them. It is denounced by the laws of this State. The railroad is entitled to the same rights. It is a mistake to suppose you have a right to get together and conspire to induce these men to leave the employ of the company, to its injury, and without any benefit to you.

"I don't know what this strike is for. I don't believe anybody else does. From the character of some of the publications I have seen and the character of some of the correspondence I have observed I see that the outsiders are from away off from here—from this railroad, but these men who are concerned with it seem to be bossing it, and have more interest in it than anybody else.

"Now, I say to you men, that there is nobody more friendly to you than the men who are operating this Government, from top to bottom, and when you suffer yourselves to be misled as you are being misled by these outside agitators, you are simply surrendering to them the rights you ought now to be enjoying. If you would let proper people be your friends instead of these men who want to break up the country, you would be better off, and you can if you want to. I don't see what good this strike is doing you. We can all appreciate a strike that is brought about for the purpose of good—a little more wages—a little more money. But why break down the law? You don't appreciate it, but those that see to it do understand that is the object of it. Read those publications—the publications that are foisted upon you, and see what they say about it.

"Now, I have said this much, in a general way. I probably have said this much before. I would like to see all these men on strike get down to fair, unbiased, unprejudiced consideration of this thing. Go back to work. There is no reason why you are out. You can't tell a private corporation or any private concern to surrender up their business to these outside people away off from here. You don't know them. Why, I am informed—not by the evidence in this case—that the largest shops on this railroad, where there are the most men (I am credibly informed this is true), when this strike question came up, voted unanimously against it. Now, think of that for a moment. At the Burnside yards I am informed that there was a unanimous vote against that, unless I am mistaken about it, but certainly a very large majority were against it. But what happened? Somebody away off, I don't know who, some man that your suffrage has elevated and that you have submitted this to in some way or other that you felt yourselves under obligation to obey—these outsiders come in here, control your business, keep you out of your jobs, keep you out of your money. I wouldn't do it. I wouldn't submit to it. It is the most cruel tyranny on earth; men who voluntarily submit to these irresponsible

men and carry out their orders to its fullest extent. That have some rules, I don't know what, but some rules and regulations that require you to obey what they say. You are under no legal obligation to obey any such orders. I wouldn't do it. Technically, this defendant is guilty.

"Now, I will tell you what I am going to do in this case. It is the last case, so far as I know, of this kind upon this docket, and I hope it will be the last, for it is no pleasure to me to be compelled to pass upon these questions and judge these men guilty of contempt of court and punish them. I am going to do this: I am going to take this case under advisement indefinitely, convene it to the adjourned session of the September term at Danville, and allow this man to go, as it were, upon parol. I will put him upon a par with all of these strikers that are out striking. If they behave I will never punish this man; but if they don't, and I am compelled to pass upon these cases again, I don't know what I will do. I trust this is the last one that will ever come up."

"I have read that rather long opinion in the record because I understand the commission wants light upon the question of injunction in particular.

"The State of Mississippi is the second most important State served by the Illinois Central system, mileage being considered. In that State there were two principal storm centers, McComb and Water Valley, these being the points where our shops are located. We had some trouble at Durant, Miss., where the freight handlers were threatened with violence, and at Vicksburg there were occasional acts of vandalism, whereby engines were disabled and the operation of the railroad somewhat interfered with. At Jackson, Miss., on the 26th of October, 27 cars had their air hose cut, and on November 14, at the same point, a messenger boy was struck on the head with a club, knocking him senseless. We had considerable trouble at Jackson on account of the clerks' strike, due to the destruction of waybills and records, whereby our shipments were confused and our deliveries interfered with. This was a practice which will be discussed more in detail in connection with my treatment of the situation at Memphis. Outside of these incidents, our difficulties were at McComb and Water Valley, and I will address myself particularly to those points.

"On October 3, 1911, we operated into McComb a special train carrying a number of men destined for McComb and New Orleans, these being persons whom we had employed to take the place of the strikers. Information had evidently been furnished to the strikers and their sympathizers that this train would arrive. In any event, there were probably 250 armed men in and about the station at McComb when this train reached that point. A number of the men were disembarked at McComb for use at that point and the rest of the trainload were taken to New Orleans. At South McComb, or while the train bound for New Orleans was passing that point, the train was fired on by perhaps 250 armed men. Fortunately, the men, by not exposing themselves at the windows or doors, escaped without harm. On the same day the camp cars at the shops, where 123 employees were sleeping, were fired on and other violent demonstrations were made. So serious did this situation become that the local authorities were entirely unable to cope with it, and the governor of the State of Mississippi was asked for troops to protect the property of the company and to preserve order. The first of these troops reached McComb at 2.20 o'clock the morning of October 4. Just prior to their arrival a charge of dynamite was exploded in the middle of the railroad tracks near the office building. On the morning of October 4, there being then present at McComb only a comparatively small number of troops, a mob assembled near the shops and served notice upon the local officers of the company that the men then at work for the company would not be permitted to remain. There were threats of attack upon the shops and the intimation that dynamite would be used if these men were not promptly removed. As stated, there were not at that time enough soldiers present to control the situation, and the governor of the State, the sheriff of Pike County, Miss., and the commander of the State guards united in a request to the railroad company, asking that the men at McComb be immediately removed; otherwise these authorities felt that there would be a wholesale massacre. Yielding to this request from the authorities, the men were removed from McComb by special train, being escorted out of the city by a detail of State guards. Very soon thereafter the number of soldiers at McComb was increased, just as fast as they could be hurried to the scene. On October 13, 425 soldiers and 37 officers were on duty at that point. Thereafter the company was enabled to recruit its force at McComb and to reopen its shops, being under the protection of the State troops. It was found necessary,

however, to build a stockade around the shops and, of course, to maintain a commissary. These troops remained at McComb until about March 1, although the number was diminished from time to time as the situation improved.

"On January 17, 1912, occurred a very unfortunate affair near McComb. Five negro laborers employed as helpers in the shops at McComb lived at Summit, Miss., a town 3 miles north of McComb. It was the custom of these employees to return to Summit each night after the day's work was over. While these laborers were returning from the shops to their homes they were fired upon at night, two being killed, one fatally wounded, and two slightly wounded. The local authorities and the governor of the State took active steps to apprehend the persons guilty of this crime, and six persons were arrested, charged with murder. All of these were strikers. Some of these men were subsequently indicted by the grand jury, but it was found impossible to convict them, since the proof was largely circumstantial.

"The commissary at McComb was closed about February 1, and thereafter there was little or no difficulty.

"This railroad maintains a repair shop at Water Valley, Miss., in the northern part of the State. Shortly after the strike we employed a considerable number of men to take the place of the strikers. The trouble there culminated in an attack upon the shop on October 6, 1911. Indeed, on October 4 our shop was invaded by a mob and orders were given to all the employees to leave the town immediately under threat of being fired upon. This mob was armed with shotguns and revolvers. At 11.30 of the same night certain camp cars which were occupied by employees were fired upon. On October 6 occurred the most serious disturbance at Water Valley. At that time the shop was assaulted by an armed mob and a great number of shots fired through the windows. The employees were absolutely without any protection at that time and fled from the shop in fright and disorder. Previous to this attack the shop had been visited by local officers, the men searched for weapons, and the fact was developed that none of the employees were armed. After this attack the governor ordered State troops to be moved to Water Valley, where they remained until about the 1st of February. After the arrival of the troops there was some disorder, consisting of attempts to spike down a switch, shooting toward the shop, assaults upon employees, and so forth. Some of these assaults will be referred to later in discussing measures which were taken in the courts to protect our property in Mississippi. When the strike of the clerks occurred on the 25th of September, as has been stated, quite a number of records were destroyed at Jackson, Miss., causing the utmost confusion in the handling of freight. In order to prevent a recurrence of this form of injury on the 27th of September, 1911, the railroad company filed suit in the Federal court at Jackson, asking for an injunction against the striking clerks, and particularly seeking to prevent them from interfering with the records and business of the company and to enjoin them from committing acts of violence and making threats against the company's employees. An injunction was issued on the 28th of September, which was served on a number of the striking clerks. On the 2d day of October, 1911, the railroad company filed another bill at Jackson, Miss., against the mechanical employees. This bill, while it took the form of a separate suit, was in effect an amendment to the previous suit so broadened as to include the shop employees. This suit was filed in the southern district of Mississippi and was based upon certain acts of violence and certain interference with the property of the company at Jackson, Canton, Brookhaven, McComb, and elsewhere. A restraining order was secured immediately upon the filing of the bill, and this was served upon a number of strikers at points where violence had been common.

"When, as has heretofore been stated, the governor, on the 4th of October, sent troops to McComb, these troops were accompanied by a number of deputy marshals armed with the writ of injunction and instructed by the court to see that the injunction was served and obeyed.

"On the 8th day of October, following the trouble which has been referred to at Water Valley, a bill was filed in the northern district of Mississippi, at Oxford, of a tenor similar to that filed in the southern district. A restraining order was promptly obtained and served by deputy marshals at Water Valley and other points in northern Mississippi.

"On October 13, 1911, warrants were sworn out by the authorities of the United States against J. M. McDaniels and four others, charging them with violating section 247 of the United States Criminal Code, as well as the act of Congress approved July 2, 1890. These men were arrested and put under

bond. They, together with 18 others, were subsequently indicted by the grand jury at Jackson, but in view of the fact that contempt proceedings were instituted against these same persons at a later date for violating the injunction the indictments were not pressed.

"On November 3, 1911, a United States deputy marshal filed an affidavit in the Federal court against Jimmie Thompson, charging him with having assaulted one Tim McKnight, an employee of the railroad company, in violation of the injunction. In the same affidavit complaint was made against J. R. Burkitt, Otis Green, Leo Nagle, Worth McKnight, D. T. Verlander, J. D. Dunn U. S. Prosser, Will Watkins, Luther Odkin, Thomas McCauley, and L. H. Brown charging them with having made an assault upon one Britain Mayes, a clerk in the employ of the master mechanic at McComb. Charges were also preferred in the same affidavit against John Hurst, William Glennon, Joe Sanchez, Ed Montgomery, and F. W. Walters, charging them with violations of the injunction. Citations were issued against all these parties upon the filing of the complaint."

There are others of the same nature, which I will not read unless you desire. Chairman WALSH. On the same point?

Mr. MARKHAM. The same point. [Reading:]

"Many of these cases were never brought to trial—"

Chairman WALSH (interrupting). Were there any convictions at that place?

Mr. MARKHAM. I think so; yes. [Reading:]

"On November 3 another petition was filed asking for citation for contempt against John Tardy and one Permenter. This affidavit was made by United States deputy marshal."

"On November 14 a petition was filed against Ed. Montgomery based on the affidavit of one J. L. Hester. On November 15 the judge of the court tried Montgomery on this charge. He was sentenced to pay a fine of \$100 and to be imprisoned for 90 days in the jail of Hinds County, Miss."

"On January 20 a complaint was made against one Claire B. Smith for an assault upon J. L. Cowen. On the same date complaint was made against Smith Cotton and Joe Bogle for assault upon two men by the name of McInnis. On January 20 another petition was filed against Joe Cotton, Joe Sanchez, and 10 others, this affidavit being filed by United States deputy marshal. Under this last affidavit, on January 31, 1912, Smith Cotton, Joe Cotton, and Joe Sanchez were tried in the Federal court, found guilty, and each sentenced to pay a fine of \$100 and imprisonment for four months in the jail of Hinds County, Miss."

"On January 20 a petition for contempt was filed at Jackson against John Coker and four others, charging them with firing into a train, this petition being based upon the affidavit of a United States deputy marshal."

Chairman WALSH. Were the indictments quashed or abandoned on account of the prosecution being under violation of the injunction, at that place?

Mr. MARKHAM. Were all of them?

Chairman WALSH. Yes. What I wanted to find out was whether or not any of the indictments were pursued to trial at that particular place.

Mr. MARKHAM. These were, as I understand it.

Chairman WALSH. Are those indictments, or are they violations of the injunctive order?

Mr. MARKHAM. Take the case where complaint was made against Claire B. Smith for an assault upon J. L. Cowen. Complaint was made against Smith Cotton and Joe Bogle for assault upon two men by the name of McInnis. On January 20 another petition was filed against Joe Cotton, Joe Sanchez, and 10 others.

Chairman WALSH. Inasmuch as it is called a petition, it was not clear in my mind. I thought you read a while ago a statement there that there were certain indictments returned and that they were abandoned because prosecutions were had for violation of the injunctive power.

Mr. MARKHAM. Yes. Those were separate indictments for separate offenses, other offenses than violation of the injunction.

Chairman WALSH. I did not clearly understand the terms down there, whether these petitions were complaints or what.

Mr. MARKHAM. Is Judge Fletcher here?

Judge FLETCHER. They were retired from the files; those indictments were retired to the files, having the same effect as a nolle-pros, because these same men for the same acts were proceeded against by information in the nature of contempt proceedings. Therefore, to avoid any kind of duplication, those indictments were retired.

Mr. MARKHAM (reading): "Many of these cases were never brought to trial, for the reason that conditions rapidly improved at McComb, and it was considered by the authorities that, since violence had ceased and the operation of the railroad become normal, no good would result from pressing these charges."

I may say in that connection that the company entertained the same opinion. [Continues reading:]

"In nearly every case, however, as will be observed, the complaint was not made by employees of the railroad, but by officers of the Federal court. All the contempt proceedings above referred to were for violation of the injunction issued in the southern district of Mississippi at Jackson. In the northern district, by virtue of the injunction granted at Oxford on December 28, 1911, a petition was filed against Johnny Dalton, charging him with assault upon one George Evans. On February 10 a petition was filed against one John H. Hawkins, charging him with circulating an inflammatory circular or paper in violation of the court's injunction. On February 10, 1912, contempt proceedings were instituted against Earl White and Will Cooper charging them with assault upon one John Jones. On February 10, 1912, proceedings were begun against one W. C. Blunt charging him with making an assault upon an employee named Emerich. On February 10 proceedings were instituted against Richard Harris charging him with making an assault upon one F. W. Snyder. On February 14 similar proceedings were filed against DeWitt MacMillan and Alfred Walker charging them with making an assault on one H. K. Martin. On February 26 proceedings were instituted against Louis C. Barber, the editor of a local paper published at Water Valley, charging him with having violated the court's injunction by certain publications in the North Mississippi Herald. Hearings were had on some of these applications, and MacMillan and Walker were found guilty and sentenced each to four months' imprisonment in the county jail. The editor, Barber, was held under a \$500 bond for his appearance at the next term of the court. Harris was bound over under a \$500 peace bond. Cooper escaped and was never arrested.

This brief review covers all the court proceedings had in Mississippi. No suit was filed at Vicksburg, but the Alabama & Vicksburg Railroad, threatened with a strike at that point, did file a suit against the Brotherhood of Railway Clerks, but this suit was dismissed, some adjustment of the difficulty having been arrived at.

"If the commission is doubtful as to the necessity of ordering out troops at McComb and Water Valley and of the necessity for securing the protection of the injunctive power of the Federal court, an examination of the acts of the governor and the legislature in the State of Mississippi during this period would convince them that no steps were taken either by the railroad or by the local authorities which were not fully warranted by conditions. I have shown that the troops were ordered out by the governor only after a very serious riot at McComb and an equally serious riot at Water Valley.

"On October 9, 1911, at the request of the governor of Mississippi, Hon. E. F. Noel, I visited Jackson, Miss., and there held a conference at which were present the governor, the mayor of the city of Jackson, United States Senator John Sharp Williams, and a number of officials and representatives of the local unions at Jackson. The situation was fully discussed, and at the end of the conference Senator Williams, who apparently appeared at the conference at the request of the striking railroad men, made a sensible and patriotic speech to those assembled in the governor's office, advising against any violence or lawlessness of any kind and particularly deploring the action of certain ill-advised men in destroying railway records—a practice which had prevailed to a considerable extent at Memphis and New Orleans.

"On October 10, 1911, the governor of Mississippi addressed a letter to the sheriff of Yalobusha County, in which county Water Valley is situated, wherein this language occurs:

"A peace that means no workmen in the railroad shops except such as may be agreeable to the strikers would be no peace at all. The law should be applied to each individual strike breaker or nonunion man and to each individual striker so that each man would be held responsible, through legal methods, for his own misdemeanors or crimes, and unlawful assemblages and riots and such gatherings should be dispersed and quelled. It was lawlessness and an absolute want of law that led people in the past to shoot men—white, black, or red—because of their color or calling, without reference to whether or not the particular individual had offended against the laws and without giving him a trial. The same characterization applies to the same transactions now. If you and

the local authorities are unable to single out the criminals among the strikers or strike breakers and to prevent unlawful gatherings and to protect every man who has not violated the law in his liberty and in his property, then the powers of government, so far as your county or city is concerned, is impaired or lost in one of its most essential particulars, and the State is due the citizens whose lives or property are imperiled to aid in the enforcement of law. If the State is unable to do it, then the Federal Government is required to do it upon the call of the State. The railroad has a right to employ men to fill vacancies in place of those who refuse to work, and the men they employ are entitled to protection, except when they violate law, and to a trial before the courts, and not to mob violence, even when they do offend against the law. There ought to be no trouble about enforcing the law against a man who is a stranger and has no voice nor influence in the courts other than such as the justice of his cause would give him, and neither he nor especially others not connected with him nor his acts should be subjected to mob violence. When such condition prevails it is the duty of the State and the Federal Government to come to the aid of the local government and see that life and property is made secure, regardless of whether the men affected be classed a "gentleman" or a "scab." In either event he is entitled to a trial for his own acts and not to be subjected to mob violence for his own acts, especially not for those of others with whom he is not concerned.

"I sincerely hope that the troubles in your community will be soon adjusted, and I would be glad to do anything in my power toward effecting an amicable adjustment. It seems, however, that both the railroad men and the strikers are determined never to come together on the federation proposition, and that fact might as well be recognized, the railroads regarding it as practical confiscation of property and a surrender of control of it by the owners and the officers, and therefore they say it is not a subject for arbitration nor for any further discussion, and those who insist upon it will probably have to seek other employment than from railroads holding these views, and this fact may as well be recognized now.

"Yours, very truly,

E. F. NOEL.

"On October 19, 1911, the governor of Mississippi by his proclamation convened the legislature in extraordinary session. Among other reasons mentioned by the governor for convening the legislature at this time was 'the payment of the services and other expenses incurred in ordering out the National Guard at the request of local officials to assist these local officials against lawless acts beyond local control.' I quote further from the proclamation:

"Before the National Guard were ordered out hundreds of shots had been fired in riots at McComb city and at Water Valley. The guardsmen have others depending on their earnings, to whose urgent needs the State should give immediate response, for these men are but meeting the obligation resting upon each good citizen to do his share to protect life, property, and the peaceful pursuit of a livelihood guaranteed to every person, high or low, within our State borders. But for the prompt and effective action of the National Guard much blood might have been shed; and probably one of our leading railroads, with all of the agricultural, industrial, commercial, and domestic necessities dependent on its prompt transportation would have been for an indefinite time suspended, to great public and private loss, suffering, and inconvenience."

"At this legislative session there was an appropriation of \$48,000 to defray the extraordinary expenses of the National Guard.

"On November 8, 1911, the Mississippi house of representatives, in replying to a protest which had been lodged with that body against the conduct of Col. Baker, commander of the troops at McComb, passed a resolution denouncing this protest. This resolution was in the following language:

"The report of an alleged advisory committee, representing the striking element at McComb city, read in the house yesterday, is an unwarrantable reflection upon the dignity of the State of Mississippi, a slander upon the chief executive of the State in his efforts to preserve order and uphold the law of the State against violence, and uncalled-for slur at the patriotic soldiers of the State who are serving in obedience to the orders of the duly constituted authorities, and is of such a nature as should not be perpetuated upon the journal of the house except to be condemned: Therefore be it

"Resolved, That the alleged report be expunged from the journal and proceedings of the house with the regret of the house that such statements were allowed to be read herein."

"On January 4, 1912, the mayor of McComb addressed the following letter to the governor of the State:

"In view of the intolerable conditions here, which seem to be growing worse instead of better, and in view of the complete failure of all civil powers to keep the peace, including the United States circuit court, I would request that martial law be temporarily invoked to the end that the few characters who are terrorizing the community may be brought to summary justice and the streets cleared and business be permitted to be conducted without fear of life and property.

"On Sunday night three men arrived on train No. 3 from the neighborhood of Wesson, Miss. They were severely beaten up, and one escaped by walking to Summit and taking the train for home.

"This was repeated last night when one John N. Walker, a citizen of Arkansas, arrived, looking for work, a so-called "picket" offered to conduct him to a boarding house, induced him to follow him to a secluded place where he was set upon and nearly beaten to death. About the same time the houses of two citizens who are in the employ of the Illinois Central Railroad Co. were fired into and the whole community thrown into a panic.

"The so-called "pickets" congregate on the street corners and block the sidewalks, frequently forcing the people to get off the walk in order to go about their business. They show no more respect to ladies than to men, and never lose an opportunity to insult anyone who is not known to be open enemies of the railroad company.

"I have endeavored in every way to do my duty, but the municipal board is against me, four members of the board being strikers. The United States marshals admit that they are helpless, for some reason not stated.

"I therefore appeal to your excellency to take drastic measures and convince my people once and for all that there is law in the land.

"Very respectfully,

"Mayor of the City of McComb Miss.

"In response to this request the governor did, on January 9, establish a modified form of martial law at McComb.

"There was a change of administration in January, 1912, Gov. Noel having been succeeded as governor by the Hon. Earl Brewer, and a complete change occurring in the personnel of the legislature.

"Shortly after the assassination of the negro employees of this company as they were going from McComb to Summit, as has been shown, the Mississippi Legislature passed an act, approved January 20, 1912, appropriating \$2,000 as an emergency fund to be used by the governor in the enforcement of law and the suppression of crime in Pike County, Miss. At this same session of the legislature, liberal sums were appropriated for the extraordinary expenses of the National Guard while being kept on duty at McComb and Water Valley.

"In that connection two different governors and State legislatures appropriated \$200,000 for maintaining militia during the strike.

"One of the most significant utterances of this legislative session was the report of a committee appointed by the legislature to investigate the situation at these two points and report whether the troops could safely be withdrawn. The mittee visited both points, and on January 21, 1912, made a report, which is in the following language:

"That we left there in a body and went to McComb city on the 13th day of January, 1912, and after examining some 25 witnesses, composed of strikers, prominent in the different crafts at said place, and business men, professional men, officers—both civil and military—and some of the railroad officials, and after holding an all-day secret session, sitting as a grand jury, we found the condition of affairs were such at said McComb city that we, as a committee, do not think it advisable to remove all the troops from said place. After examining all those witnesses, none told us that it would be better to remove said troops, but many, on the other hand, advised us that it would be better to let them remain there.

"On the 18th of January, 1912, said committee arrived at Water Valley and conducted the same kind of investigation at that place as at McComb city, having examined some 25 witnesses, and after so doing, the committee thought it best not to recommend the removal of all the troops from said place. We, your committee, would, however, recommend to the executive authorities, which we

can only do, to remove all the troops at McComb city except 50 soldiers and 3 officers, and 10 soldiers and 1 officer at Water Valley, and, as the civil authorities gain better control of said places, to reduce this number.

"Respectfully submitted.

"H. F. BROYLES,

"Chairman Senate Committee.

"T. I. DOOLITTLE,

"Chairman House Committee."

"Shortly thereafter, however, conditions having greatly improved, the troops were withdrawn by the governor after he had taken the precaution to ascertain positively that normal conditions were rapidly being restored, and that the property of the company would be safe in the absence of the State troops.

"Serious as were all these occurrences in the State of Mississippi, the situation would have been much more serious had it not been for the prompt, hearty, and active cooperation of the two governors in that State and of the law-abiding people living along the line of the railroad, who were at all times in sympathy with the company's policy and who lent their moral support to every effort made by the chief executives and the officers of the law to suppress violence and give the company the best protection that lay in their power. Certainly the authorities of the State of Mississippi are to be congratulated upon the firm stand which they took in favor of law, order, and the protection of life and property. I lodge no complaint whatever against the State of Mississippi, either its people or its officers. Indeed, I acknowledge my debt of gratitude to the State for the splendid support which it gave and which enabled the railroad company to continue its business without having a single train annulled and which ended all interference with the business of the company within six months from the time this strike was declared.

"In the State of Kentucky our principal trouble was at Central City and Fulton. The disorder at Central City, which is a mining town, reached its climax on October 3, 1911. At that time a number of shots were fired into railroad cars and buildings at that point and an attack made upon employees which was similar to those made at other points. On the night of October 2, a crowd of perhaps 200 people assembled about the McDowell Hotel in Central City, in which hotel there were a number of employees brought in to take the places of strikers. The crowd was boisterous and threatening. When the crowd was dispersed by a police officer, it almost immediately reassembled, and threats and menaces were made against employees and officers of the company. On the night of October 3, there was an angry mob of people in Central City, who made a number of threats against the employees of the company and who refused to permit the porter of a passenger train to cut his engine loose from the train and take it to the roundhouse. On the same night a number of shots were fired into camp cars, where the employees of the company were temporarily boarding.

"By reason of these and other acts of violence and the inability of the local authorities to control the situation a suit was brought in the United States Circuit Court for the Western District of Kentucky asking for an injunction. This suit was filed on October 4, 1911, and an injunction issued on October 5. A supplemental bill extending the scope of the original bill was filed on October 21, 1911. This suit was filed at Owensboro, in the western district of Kentucky. Quite a number of contempt proceedings were begun after the issuance and service of the injunction, but in view of the fact that conditions rapidly improved in Kentucky, it was not thought desirable to bring these cases to a trial, and they still stand, as I am informed, upon the docket of the Federal court undisposed of. It is not likely that they will ever be brought to trial unless there should be some outbreak, which nobody at this time anticipates.

"I may mention for the information of the commission the names of Will Thornton, James Garr, William Fogle, Joseph Stewart, Biscuit Mitchell, and Glover Thompson, who were cited for contempt in violating the court's injunction. These citations were issued October 24, 1911, and were returnable at Owensboro.

"There was some disorder at Princeton, Paducah, and Louisville, but I hardly think it necessary to mention these minor disturbances in detail.

"At Fulton, Ky., however, a somewhat more serious situation developed. Picket lines were closely drawn at that point, and on October 26 two carmen were injured by being shot with buckshot fired by some unknown persons. The employees were in an office adjoining the commissary when this occurred.

Thereupon the sheriff of the county, the judge of the county court, and the county attorney petitioned the governor of Kentucky for troops, and in accordance with this request a company of soldiers was sent to Fulton. These soldiers remained on duty until about January 2, when it was considered that the situation had sufficiently cleared up to permit their withdrawal.

"Coming now to the State of Tennessee. There were two principal points of interest—Jackson and Memphis.

"Our troubles at Memphis began on the 26th of September, after the strike of the clerks and the sympathetic strike of the shopmen. Some trouble was had with our passenger trains, Nos. 4 and 104, on September 26. On September 27 two of our employees, when leaving the freight house, were attacked, one watchman being beaten, and persons who were carrying provisions to employees in the freight house were driven away. Picket lines had been established by the strikers just across the street from the Calhoun Street station and in close proximity to the freight house. On the same day there came to our knowledge the fact that our records had been carried away and either hidden or destroyed, so that the proper handling of freight was practically impossible. Cards were being torn off cars and exchanged, so that there was for a time a most annoying confusion as to the origin and destination of freight. Laborers not particularly involved in this strike were molested and found it impossible to go through the picket lines around the company's property. We were not able to open one of our freight houses on September 27. Stones were thrown at and windows broken in sleeping cars which had been taken to Memphis for the use of employees. On October 12 there was an attack made upon the Nonconnah yard office, several volleys being fired during the night. On October 13 two striking car repairers were arrested near the company's property and found armed with loaded revolvers.

"These are some of the cases of violence occurring at Memphis, and are fairly representative.

"The situation in Memphis being thus quite a serious one, on September 27 both the Illinois Central and the Yazoo & Mississippi Valley Railroad Cos. filed suits in the United States District Court for the Western District of Tennessee against the clerks, asking for an injunction restraining further violence and interference with the company's business and property. This injunction was granted and served on a large number of defendants and given general circulation on September 27. Later a trial was had upon the issues presented by the bill for injunction. Affidavits were offered in support of the bill and in opposition thereto. Full proof was taken, and Judge McCall, holding the court, issued a temporary injunction holding that the company had supported by its proof the charge of lawlessness and interference with the business of the company.

"Upon the hearing of this case the company filed about 75 affidavits in support of the allegations of the bill. These affidavits cover instances of all sorts of interference with the business of the company, such as assaults upon employees, destruction of waybills, changing of cards on the cars, threats, intimidations, and so forth. The affidavits are from persons who were subjected to these assaults or who witnessed them. I have before me a memorandum showing in detail the names of the persons making these affidavits and the character of violence which the affidavit covers. This is at the disposal of the commission and will be read into the record if desired.

"At the conclusion of the hearing Judge McCall, as has been stated, issued the injunction as prayed for, and in doing so used this language:

"The answer makes a technical denial of all the general charges of wrongdoing that are made in the bill, and also a technical denial of practically all the specific acts of wrongdoing, and that makes the issues of fact which the court must determine.

"Judge Gibson, in his Suits in Chancery, section 852, note 16, says:

"On a struggle between the bill and the answer the victory depends on the fullness, frankness, and savor of truth manifested in one rather than the other. A literal, formal, technical denial of the charges, especially if made seriatim, lacks the flavor of that earnest candor which is an essential of truth."

"The answer must do more than deny the facts of the bill in the manner and form as alleged. The substance of the charge must be met and traversed."

"I do not think the answer meets the requirements of the rule laid down by Judge Gibson, especially in reference to the charge of the destruction of the dray checks and shipping instructions. These clerks had the dray checks and shipping instructions on freight consigned for shipment on that date in their possession when they quit work. They should have been there immediately

afterwards, or there should have been averment in the answer that they left them upon the desks and in the proper places. Not only so, but to have been entirely full and frank, the answer should have not only denied that they did not destroy them as the agents of the companies but that they did not destroy them in any capacity, nor did they mislay or conceal them. For if they were only mislaid or concealed the subsequent confusion of business would have been just as acute for the time being as if they had been destroyed.

"It is necessary to say that the complainants filed a large number of affidavits tending to support the allegations of the bill, while, upon the other hand, the defendants filed a large number of affidavits tending to support their denial of wrongdoing as alleged against them.

"The same weakness pointed out in reference to the answer appears in the affidavits filed by the defendants, and this includes the answer, in so far as it may be considered as affidavits of those whose names appear thereto.

"It would extend this opinion far beyond reasonable proportions to attempt to analyze all the affidavits that have been filed; but, in a general way, the court must state its conclusion after a due consideration of all the testimony offered.

"I am of the opinion that the answer and the affidavits in support thereof fairly meet some of the charges made in the bill, yet there are other charges made therein which I believe the greater weight of the evidence, as set forth in the affidavits filed by both complainants and defendants, is with the complainants. And these charges, so established, in so far as they can be established by ex parte affidavits, are sufficient not only to authorize the court but to make it its positive duty to grant the preliminary injunction."

"At Memphis the following contempt proceedings were had, all of these being instituted in the Federal court:

"On October 16, 1911, a complaint was made against one M. J. Scott for having assaulted the acting chief clerk at the local freight office. This attachment was issued and served, but the case apparently never came to trial.

"On October 17, 1911, a complaint was lodged against John N. Hastings for an assault upon a clerk in the office of the general freight agent, but temporarily employed in the local freight office. The proof was clear as to Hastings's guilt and he was sentenced to 10 days in jail, but on account of his youth the jail sentence was held up upon payment of costs.

"On October 26, 1911, a complaint was made against Nicholas E. Brangan for an assault upon the chief yard clerk. The attachment was issued but was never served, as Brangan fled from the State.

"On October 28 a complaint was made against J. E. McCracken for making an assault upon a man employed in the shops. The attachment issued but McCracken fled the State and was never served.

"On October 28, complaint was made against A. E. Gaskins and S. C. White, for an assault upon a clerk named Tirelli. White was fined \$100, which fine was suspended by the court until some further order. The court felt, however, that Gaskins had not been shown to be guilty beyond the reasonable doubt which the law required and he was therefore discharged.

"On November 6, complaint was filed against C. W. Rowe for an assault upon a clerk. Rowe was found guilty and sentenced to 90 days in jail, but was released after having served 47 days, the railroad company concurring in a request that this be done.

"On November 24, complaint was made against Joseph Humphrey, W. H. Hall, and George J. Cissel for making an attack upon a clerk. Upon the trial, Cissel was acquitted, but Humphrey and Hall were convicted and sentenced to four months in jail. They actually served not more than three weeks, however, being released after that time on their good behavior.

"On December 8 a complaint was made against C. H. Martyn for threatening and intimidating employees. Martyn was sentenced to three months in jail and fined \$100, but the sentence was suspended during good behavior and upon the condition that he would report to the marshal every week.

"On December 8, 1911, complaint was made against Herman Simonson for making an attack upon an employee named Marcrum. Simonson was found guilty and sentenced to pay a fine of \$100 and three months in jail, but sentence was suspended during good behavior and upon the condition that he report weekly to the marshal.

"On December 22, 1911, a complaint was filed against John Pelegrin for making an assault upon employees. The testimony, however, showed that Pelegrin was not present when the alleged assault occurred and he was therefore dismissed.

"At Jackson, Tenn., there was some interference with the business of the company, particularly taking the form of threats against freight truckers. The injunction granted by the Federal court was not resisted at Jackson by the defendants. Perhaps the most serious occurrence at that point was the firing into the shop yard on October 6, 1911, at which time about 30 shots were discharged. On the afternoon of October 7 one of the striking clerks, a man named Alfred, was found dead in the cemetery adjacent to the shop. A revolver was found upon his person and a belt filled with cartridges. It was evident that he was accidentally shot by persons who were firing on the shops.

"In Louisiana the interference with the business of the company was confined almost entirely to the city of New Orleans and its suburbs. On the 26th of September, one of the clerks, who chose not to strike, was badly beaten by a crowd assembled about the premises of the company. On the 27th 2 traveling auditors and 2 clerks were assaulted on Canal Street. On the 5th of October, while 13 shopmen were being moved from one point in the city to another, the car in which they were riding was attacked by a mob and the movement prevented. A number of rocks were thrown, resulting in cuts and bruises of a minor character. On the same day, October 5, 8 employees, guarded by United States marshals, were fired upon by a mob at the fruit wharf, one employee being shot in the stomach and one of the marshals being wounded slightly in the hand. On October 8 an attempt was made to fire a hay shed at Poydras yard, but the fire was discovered by a watchman and extinguished.

"On November 1, Mr. Walter P. Allen, a member of Gov. Colquitt, of Texas, party, was assaulted at the Union Depot at New Orleans, evidently being mistaken for an employee. On November 7, a timekeeper, Mr. B. V. Muller, was assaulted at the corner of Howard and Dryades Streets. On November 10, a clerk, one H. N. Shaw, was assaulted by four men.

"At New Orleans the same tactics were pursued in regard to destroying records, changing the cards on cars, and mixing up freight in the yards as we confronted at Memphis. We were also greatly annoyed at New Orleans by the cutting of air hose on cars. While this trouble was not peculiar to New Orleans, this form of vandalism having occurred at Central City, Ky., and elsewhere, yet it was carried to a greater extent at New Orleans than any other place on the line. Thus, on the 6th of October, several cars were found on the terminal with the air hose cut. On October 25, 17 cars were found in this condition; on November 15, 15 cars were thus injured; on November 19, 9 cars; and on November 20, 12 cars were found with the air hose cut. On November 30, 26 cars were thus disabled. On November 17, 5 cars were injured in this way. On January 12, 25 cars were found with the air hose cut. These are only instances of the method adopted to cause the company loss and embarrassment.

"On September 26 a suit was filed in the United States Circuit Court for the Eastern District of Louisiana, in which the striking clerks were made parties defendant, seeking to enjoin the defendants named from interfering with the business of the company and from resorting to violence or unlawful means of any kind. A writ of injunction was issued and served upon quite a number of persons, and thereafter there were some prosecutions for violation of the injunction.

"On September 27 Fred Engelbrecht, Fred Keese, and James Wakefield were arrested, charged with having interfered with a laborer by the name of Blanks. These men escaped on the first trial, on the ground that they were simply calling on Blanks for the purpose of using persuasion to induce him to quit work. A few days later, however, Engelbrecht, with two other men, was found lying in wait for Blanks, apparently in order to attack him on his return home. The men were again arrested and at the end of the trial Engelbrecht was found guilty by Judge Foster of the Federal court and sentenced to 10 days in jail.

"Shortly thereafter one James Ware and other men assaulted two employees of the company on a street car at the corner of Canal and Baronne Streets. Ware was convicted of this assault and sentenced to 10 days in the county jail. On October 6, one William J. Mason was arrested for leading a mob in an attack upon the employees of the railroad company, lodged temporarily in Peters School. Mason pleaded guilty and was sentenced to serve a 90-day jail term. In imposing this sentence, Judge Foster stated that Mason was guilty of a serious crime in having started a riot, but that, in view of the illness of his mother, he would not inflict more severe punishment.

"On October 7 Max Russel and Arthur Leutz, two strikers, assaulted a clerk named Johnson, throwing bricks and other missiles at him. They were tried by the judge of the Federal court and sentenced to 10 days in the parish prison.

"On October 7 one Hill Nugent, a striker, was arrested for striking an employee of the company named Moran. Upon the testimony of a police officer and of Moran, Judge Foster found Nugent guilty and sentenced him to 10 days in jail. On October 8 a striker named John Lapouble was sentenced by Judge Foster to a jail term of 10 days for throwing rocks at employees returning from the Sturvestant Docks.

"On October 9 one Frank Grotzsch was found uncoupling an engine from the coach at Stuyvesant Docks, and a 60-day jail sentence was imposed by the judge of the Federal court. On October 14 three strikers, Bernard Bowen, Lawrence Newman, and Charles Lockeridge, made a most brutal assault upon J. E. W. Thomas and his wife, both of whom were clerical employees of the railroad company. Mrs. Thomas was knocked down by these men. The persons making the assault were arrested and sentenced each to serve 4 months in the county jail by the judge of the Federal court. On the same day, one John Coons was arrested while tearing cards off cars, and given 30 days in jail by Judge Foster of the Federal court. On October 17 one Arthur Johnson was arrested for making an assault upon clerks and was punished by being sentenced to jail for 30 days. On November 21 Henry Johnson and Albert Williams were each fined \$25 for turning an angle cock, this punishment being imposed by the judge of the Federal court.

"On December 13 one Dan Daly was sentenced to serve 60 days in the county jail by Judge Foster for making an assault upon an employee by the name of Kentzell. On December 17 one Paul Souvie was arrested, convicted, and sentenced to the county jail for 6 months for cutting air hose.

"I have thus attempted to review as briefly and yet as comprehensively as possible the principal events in this strike, which, as has been stated, lasted for a period of 5 or 6 months. I have endeavored to state, in accordance with the committee's request, the number of men who went out, the steps that were taken by the company and by the civil authorities to protect the property and to permit the operation of the railroad, have mentioned all the cases filed in court upon which injunctions were obtained and all the contempt proceedings, so far as my information extends.

"I have not attempted to mention all the minor occurrences, since a history of these less important events would perhaps burden the record unduly and tax the patience of the commission. If there are any particular incidents which have been called to the attention of the commission and to which I have not referred, about which the commission desires further information, I hold myself in readiness to supply it, either personally or through the medium of other officers of the company.

"My own opinion is that there has rarely, if ever, occurred in the United States a strike of this magnitude in which there were fewer fatalities than this. As my narrative indicates, the only employees of this company who were killed were the negro laborers who were waylaid and assassinated on the way from McComb to Summit, Miss. Of course, a number of employees at various times received injuries of a more or less serious nature, but apparently none were fatal except those mentioned. It is my opinion that none of the strikers or their sympathizers were at any time seriously injured either by our employees, by the soldiers, the deputy marshals, or the private watchmen of this company. While our business for a time was badly interfered with, particularly by reason of the destruction and concealment of records at Memphis and New Orleans and the changing of cards upon cars, yet, upon the whole, as I look back upon the matter I feel that we emerged from the strike with as little loss as could have been expected. Our trains were in some cases delayed. All the trains were actually operated and the traffic was moved, though, as stated, there was some delay.

"By the middle of March, 1912, the strike was over, so far as it affected the business of the company. Since that time we have had scarcely any trouble, although there has been now and then an outbreak of trifling consequence, which we simply ignored. Perhaps 1,500 striking shopmen have returned to work, and our shop force is now and has been for two years or more in excellent condition, well organized, and thoroughly efficient. The most cordial relations now exist with all our employees and there is no trace of inharmoniousness or friction of any kind. A very large number of our present shop force are natives of the States in which the shops are located. They seem to be entirely satisfied with their wages and conditions of employment. Of course, I am not able to give information as to the present location and occupation of the men who left our service and did not return. Many of them, doubtless, have entered the service

of other railroads, and some of them have sought employment in other locations.

"I have not the slightest doubt that our success in handling this strike and our ability to operate our railroad during the acute period were largely due to the fact that public sentiment generally was overwhelmingly in our favor. As indicated in an earlier part of this statement, we had the support of the substantial and influential newspapers at almost every point on our line. Commercial organizations in many cities indicated their sympathy with our position. An effort was made by one Congressman to have a congressional investigation of this strike, but the resolutions to this effect did not emerge from the committee to which it was referred. A similar effort made by a member of the Illinois Legislature was promptly tabled. While some of the local authorities were slow to assert themselves in defense of the company's property at the beginning of the strike, I attribute the feeling of indifference to a failure to understand the causes of the trouble. As soon as the attitude of the company became generally known this feeling of indifference or sympathy with the striking men rapidly disappeared, and thereafter the local authorities cooperated with the Federal authorities in enforcing the law.

"As indicative of the attitude of the clergy, I will read into the record a statement made on October 7 by the Most Rev. James J. Keane, archbishop of Dubuque, in an interview which he gave out, as published in the Waterloo Times.

"It is unfortunate that men who have local interest allow the irresponsible to secure control. They do that by neglecting to attend meetings and to elect the conservative and careful to office," said Most Rev. James J. Keane, archbishop of Dubuque, in an interview last night at the home of Rev. Father J. J. Hanley, when asked his opinion on the strike of the Illinois Central Railway shopmen.

"I am exceedingly sorry that the men have been persuaded to go out," he continued, "as I know from a very thorough canvass of the situation through the West, where the matter is being agitated, that the vast majority of them were not in favor of it. Not only do the men neglect to elect to office the conservative and careful, but by their inattention to the interests of the unions they permit the radical element to advocate and strive for the introduction of impractical principles which are unjust to vested interests of unionism.

"Some of the matters at issue in the present strike are radical, so radical, indeed, that it is difficult to see how the railroad company can yield without capitulating. They demand, as an instance, the time of service and not merit must determine whether a man is to be promoted or not; secondly, that a man's personal record should not at all influence those who are to employ him; and, thirdly, that the entire body should be made to suffer in order to promote the presumed interests of a particular craft.

"I believe in unionism; I believe that men have a perfect right to unite to protect their interests, just as capital combines to promote its interests. Men have a perfect right to a wage which will be sufficient to support their families in comparative comfort and to make some provision, provided they be economical and industrious, for the morrow. But the good which unionism serves to promote can not possibly justify the introduction into the practical conduct of unionism of principles which are unjust. I fear that some of the principles with which they are contending are such, and I believe that the superior minded, upon deliberation, will have the courage to repudiate what is wrong and to abandon a contention for what is not just. I expect that within a short time a goodly number of men who have local interests will have the courage to return to work."

"I may add that the engineers, firemen, conductors, brakemen, and all men engaged in the operation of the trains were loyal to the interests of the company throughout the trouble, and we have no cause to complain of their conduct.

"As I look back upon the matter, calmly and dispassionately, I remain of the opinion that the company made no mistake in declining to meet the officers of the so-called federation. In fact, no other course was open to us, unless we were prepared absolutely to surrender the management of the property to a small band of ambitious leaders. While the strike was, of course, a disagreeable experience and an expensive one, I do not feel that any other course could have been adopted, consistent with the permanent welfare of the property. It is a matter for congratulation that the employees of the company at all times preserved their equilibrium, and that we went through the ordeal with the minimum of violence and with the maximum of patience and forbearance. If the men who quit the service have suffered loss, and if their families have undergone privations, I, of course, regret the fact, but I do not feel that any responsibility rests upon the management. The action of the men was taken without provocation,

and this company disclaims any responsibility for hardships to which the men may have been subjected.

"I invite the fullest investigation of every phase of this affair, and shall be glad to reply to any questions which the commission may see proper to propound."

Chairman WALSH. I want to call off the list of these organizations and ask you with which you had contracts or working arrangements prior to the strike of 1911.

Brotherhood of Railway Carmen?

Mr. MARKHAM. Yes.

Chairman WALSH. Brotherhood of Blacksmiths?

Mr. MARKHAM. Yes.

Chairman WALSH. The Brotherhood of Boilermakers and Iron Shipbuilders?

Mr. MARKHAM. Yes.

Chairman WALSH. International Association of Machinists?

Mr. MARKHAM. Yes.

Chairman WALSH. Amalgamated Sheet Metal Workers?

Mr. MARKHAM. Yes.

Chairman WALSH. Association of Steamfitters?

Mr. MARKHAM. Yes.

Chairman WALSH. Painters, Decorators, and Paper Hangers?

Mr. MARKHAM. Yes.

Chairman WALSH. Federal Labor Unions?

Mr. MARKHAM. No.

Chairman WALSH. Brotherhood of Railway Clerks?

Mr. MARKHAM. No.

Chairman WALSH. What had been your experience with those crafts with which you dealt, as to harmonious and satisfactory relations?

Mr. MARKHAM. So satisfactory that we have not had a grievance with them for years, sir.

Chairman WALSH. You had been in perfect harmony?

Mr. MARKHAM. Usually. There were the usual negotiations.

Chairman WALSH. What, if any, points of difference existed between your company and these crafts prior to the formation of the Illinois System Federation?

Mr. MARKHAM. None that we had any notice of.

Chairman WALSH. Had any question arisen as to the matter of seniority rights of shop employees?

Mr. MARKHAM. No; most emphatically, no.

Chairman WALSH. I am asking you a number of questions that have been submitted, assuming you are going away this evening. So I am rather putting it in advance—

Mr. MARKHAM (interrupting). Yes.

Chairman WALSH. And many of them have been requested by the gentlemen who are attending this—

Mr. MARKHAM (interrupting). Yes. I am sure I appreciate it very much, your allowing me to testify to-day.

Chairman WALSH. How frequently were conferences held with these various crafts?

Mr. MARKHAM. I have not any information with me as to the number of conferences; but the contracts were at various dates. I think 1909 and 1910 most of the seven contracts that you refer to date back to, and, as is usual with such contracts, there were meetings at various times to consider different questions arising with respect to the construction of the contracts.

Chairman WALSH. Was each craft dealt with separately?

Mr. MARKHAM. Yes, sir.

Chairman WALSH. How much time would you say, upon the whole, would these conferences consume?

Mr. MARKHAM. Oh, I could not even hazard a guess.

Chairman WALSH. Could you approximate it—

Mr. MARKHAM (interrupting). No.

Chairman WALSH. Was it a matter of days or weeks or—

Mr. MARKHAM (interrupting). No.

Chairman WALSH. Or months?

Mr. MARKHAM. No.

Chairman WALSH. It is impossible for you to approximate it?

Mr. MARKHAM. Yes, sir.

Chairman WALSH. Did your company at any time prior to the formation of the Illinois Central System Federation ever organize a committee composed of committees from the various crafts for the purpose of waiting upon the governor of Illinois and urging an increase in freight rates?

Mr. MARKHAM. Not to my knowledge. It may have been done, but I have no knowledge of it.

Chairman WALSH. Was such committee ever organized by the company, or at the request or desire of the company, and sent to Gov. Deneen for the purpose of urging him to use his influence in favor of an increase in rates?

Mr. MARKHAM. I do not know of any such committee having been organized, but I would see no objection to it. I should think the men would have the same interests in the company securing an increased compensation, in order that their compensation might be increased; I would see no objection to that. It seems to me it would be in perfect harmony with the relations existing between the company and its employees.

Chairman WALSH. Did the company pay for the time of and give transportation to men composing such a committee?

Mr. MARKHAM. I answered that question by stating that I did not know that such a committee was appointed; but if there was such a committee, I think that would be proper.

Chairman WALSH. You can not answer the question more definitely?

Mr. MARKHAM. You would have to give me some dates, and we would have to look back.

Chairman WALSH. Would it be specific enough to say that it was during the administration of Gov. Deneen, or the legislature which was in session during his incumbency?

Mr. MARKHAM. For this investigation I would be willing to admit that the company did ask its employees to cooperate with it in endeavoring to get increased rates from the State.

Chairman WALSH. When did you first learn of the movement on the part of the shop crafts on the Illinois Central to organize into a system federation?

Mr. MARKHAM. In May or June of 1911—in the summer of 1911.

Chairman WALSH. Did you hear of a convention held May 1, 1911, at Memphis, Tenn., where the shop crafts on the Illinois Central organized a system federation?

Mr. MARKHAM. I do not remember the date, but I know such a convention was held.

Chairman WALSH. Some time prior to that?

Mr. MARKHAM. Yes.

Chairman WALSH. Did you know of a letter being sent to Mr. Bell, superintendent of motive power for your company, Mr. Foley, former superintendent of motive power, and other officials, under date of June 20, 1911, in which the so-called federated committee, composed of three members of each of the crafts, asked for a conference?

Mr. MARKHAM. I think I read a letter of June 9 to Mr. Foley of the same tenor.

Chairman WALSH. Was any reply sent to the representatives of the men?

Mr. MARKHAM. I think so.

Chairman WALSH. Have you that reply in the record here?

Mr. MARKHAM. Not in the record here.

Chairman WALSH. Will you kindly have that submitted, please?

Mr. MARKHAM. Yes.

(See Markham Exhibit No. 1 at end of this subject.)

Mr. MARKHAM. I might say, Mr. Chairman, however, that we were very consistent in our declining to meet the officers of the federation from the beginning, and there would be nothing different in Mr. Foley's declining to meet them, from the letter I finally wrote them some time in August.

Chairman WALSH. Do you know whether or not the Illinois Central System Federation renewed its request for a conference in a letter sent by the president of the association to Mr. Foley on July 12?

Mr. MARKHAM. I did not catch that question.

Chairman WALSH. Do you know whether or not the Illinois Central System Federation renewed its request for a conference in a letter sent by the president of the association to Mr. Foley on July 12?

Mr. MARKHAM. It is my understanding that there was never any meeting with the officers of the federation as such; that whatever meetings we had were with officers of organizations with which we had contracts, and we de-

clined from the beginning to give any force to the so-called recognition of the System Federation by holding meetings with its officers.

Chairman WALSH. Were you advised of the fact that Mr. Foley had met with the individuals who were the officers of the System Federation on July 21, or about that time?

Mr. MARKHAM. I do not remember.

Chairman WALSH. Was any objection made in letters from the company's officials, between July 10 and July 13, or in the conference held on July 21, that the crafts composing the federation had not given 30 days' notice that they wished a change in their contract?

Mr. MARKHAM. I have no knowledge of any such meeting, and therefore I can not answer the question. I speak for the company in all these matters, and if there was any slip in the method of handling this question by the officers of the company, it was something afterwards disavowed, and if Mr. Foley or any other officer of the company met the so-called officers of this System Federation, and that is now being urged by the proponents of the System Federation as an indication that the company, to that extent, recognized this federation, I want to say as president of the company that I want to disavow any such action, as was done in my final letter to the federation.

Chairman WALSH. The company attempted to maintain a consistent attitude as to the right of the men to have a federated system?

Mr. MARKHAM. Yes.

Chairman WALSH. What officials of the company gave their personal attention to the controversy with the shop employees and to the meeting of problems that arose before and during the strike?

Mr. MARKHAM. The superintendent in charge of each division—the general superintendents—three in number, and the general manager.

Chairman WALSH. Give the names of the general manager and of these superintendents.

Mr. MARKHAM. At that time Mr. Morris was superintendent of the Y. M. V., Mr. Clift of the lines south of the Ohio River, and Mr. Baxter was superintendent of the northern lines; Mr. Foley was assistant general manager and Mr. Park vice president and general manager, in charge of operation; Mr. Bell was superintendent of motive power; and they, under my direction, gave most of the attention to the strike.

Chairman WALSH. Did the same people give attention during the strike also?

Mr. MARKHAM. Yes; each, of course, assisted by his staff of train masters and master mechanics and the like; but we looked to those men.

Chairman WALSH. What conferences were held by the officials of the company with the board of directors or the executive committee in regard to the strike?

Mr. MARKHAM. There were no conferences.

Chairman WALSH. How was the policy of the company determined in regard to the federation during the strike?

Mr. MARKHAM. It was determined by the management in Chicago, of which I am the executive head, reporting, of course, to the board of directors, as in all other matters.

Chairman WALSH. How frequently did you make reports to the board of directors?

Mr. MARKHAM. Before the strike?

Chairman WALSH. Yes; first, before the strike.

Mr. MARKHAM. I suppose probably it was referred to, as long as it was a live question, in our weekly letter.

Chairman WALSH. Did you have a weekly letter in your general custom?

Mr. MARKHAM. Yes; as to general conditions on the line; it was very brief.

Chairman WALSH. And during the strike?

Mr. MARKHAM. Whenever there was occasion to refer to it.

Chairman WALSH. Did you have many reports to make to the executive committee?

Mr. MARKHAM. Not in any detail, merely expressions as to the conduct of the strike, how it was getting along, and its probable life—but merely speculative as to the life of the strike.

Chairman WALSH. Was the Illinois Central Railroad Co. at that time affiliated in any way, either directly or indirectly, with the so-called Harriman lines?

Mr. MARKHAM. It never has been.

Chairman WALSH. Did officials of your company hold conferences or exchange correspondence with Mr. Kruttschnitt, of the Harriman lines, regarding a policy to be pursued toward the newly organized federations?

Mr. MARKHAM. No.

Chairman WALSH. Did you or other officers—

Mr. MARKHAM (interrupting). One moment, in answer to that question. There may have been an exchange of correspondence with Mr. Kruttschnitt or with officers of the so-called Harriman lines. Mr. Kruttschnitt was in charge of operation and the ranking officer of the Southern Pacific and Union Pacific, and a man I would naturally discuss any questions of common interest with. There was a large matter of common interest involved in this strike, the only difference being that we had a larger number of organizations to deal with than they had; and there was probably some exchange of views as to how the matters were being handled and how we were getting along, and a discussion between Mr. Kruttschnitt and myself on different matters, but I have no personal recollection of it. I am willing to admit, however, there was.

Chairman WALSH. Will you please ascertain whether or not there was correspondence between Mr. Kruttschnitt and yourself with reference to the general policy of dealing with this organization and submit it to the commission?

Mr. MARKHAM. Yes; but I want to emphasize this point: That this matter was handled by myself and without reference to what the officials of any other company may or may not have thought of our policies.

(See Markham Exhibit No. 1.)

Chairman WALSH. Did you have any conference with Mr. Kruttschnitt yourself?

Mr. MARKHAM. No.

Chairman WALSH. Did any of the other officials that you know of have any conferences with them?

Mr. MARKHAM. No.

Chairman WALSH. Did you have a formal or informal meeting with the heads of any other railroads with reference to the policy to be pursued toward this organization?

Mr. MARKHAM. No.

Chairman WALSH. Do you know whether or not shop crafts on other lines have dealt with the railroad companies as federations?

Mr. MARKHAM. I believe there are some instances; yes.

Chairman WALSH. What roads?

Mr. MARKHAM. Well, I might mention the Southern Railway as one I have in mind; I do not recall now any other—perhaps the Rock Island, and later on some lines not strong financially that could not stand out and probably had to make some arrangements.

Chairman WALSH. Any other?

Mr. MARKHAM. May have been some others, but I do not recall them now.

Chairman WALSH. It might be interesting at this time, in a general way, and as concisely as possible, to state what the effect has been on those roads, good or bad, and whether or not the fears expressed in your statement were borne out by the situation on those roads.

Mr. MARKHAM. Why, I have not any knowledge of the condition on these roads. I might add an expression of opinion on the subject, that if those fears have not been realized it is because the organization has not grown strong enough.

Chairman WALSH. Had your company taken steps to introduce piecework, bonus system, or other systems of what is properly called scientific shop management into its shops prior to the formation of the federation?

Mr. MARKHAM. No.

Chairman WALSH. What were the wages paid to members of the various crafts involved in the controversy prior to the strike?

Mr. MARKHAM. I can not call them offhand; there was a basis of wages common to all the other roads in this territory at that time.

Chairman WALSH. Was a questionnaire submitted to you by the staff, asking you to give those wages?

Mr. MARKHAM. At this time?

Chairman WALSH. Yes.

Mr. MARKHAM. No; I don't believe I quite caught that.

Chairman WALSH. Was there a request made upon you to have submitted to the commission these wages I have asked for?

Mr. MARKHAM. Not that I can recall. It can be obtained; there is no objection to furnishing it. You mean the wages in effect at the time the strike was called?

Chairman WALSH. Yes.

Mr. MARKHAM. Yes.

(See Markham Exhibit No. 1.)

Chairman WALSH. What were the hours of labor for these crafts?

Mr. MARKHAM. The usual hours obtaining on other railroads in this country; I think the 9-hour day was the basis.

Chairman WALSH. Did you ever consider a proposal to submit the points at issue to arbitration?

Mr. MARKHAM. No such proposal was ever made to us from any authoritative source.

Chairman WALSH. That would include, of course—what do you mean by authoritative source?

Mr. MARKHAM. I mean it never came from the officers of the organization on strike.

Chairman WALSH. Was any proposition of arbitration ever made by the federation that was sought to be had?

Mr. MARKHAM. No.

Chairman WALSH. Did the System Federation, or any other agency, at any time endeavor to secure the services of the State or Federal labor bureaus, the National Civic Federation, or other bodies as arbitrators to settle the strike?

Mr. MARKHAM. I think they did in one or two instances. I think I recall some letter from some State official in Illinois containing suggestions that something of the kind be done, but it was not followed up in any way; it was not from any authoritative source, and it was answered in the usual way by giving our present understanding of the status of the strike.

Chairman WALSH. Did your company adopt any policy, or did it take any attitude toward those attempted negotiations?

Mr. MARKHAM. Mr. Chairman, it never got to the point where it became necessary for us to do that. If you want to ask me what my attitude would have been if that question came up, it would be different, but that question never came to us from any authoritative source, and it was a question we never had to answer except in the abstract in dealing with it as a theoretical question.

Chairman WALSH. Perhaps you stated this in your statement, but it was so connected that I did not get it exactly clear in my mind. Were steps taken, by the employment of watchmen, to protect the company's property as soon as the strike was ordered, or was it after there was some showing made that the company's property was imperiled?

Mr. MARKHAM. It was coincident with the calling of the strike. We immediately began to employ watchmen to protect the property of the company.

Chairman WALSH. To what extent? I wish you would give us an idea. Were they employed?

Mr. MARKHAM. You mean as to numbers?

Chairman WALSH. Yes.

Mr. MARKHAM. I suppose at one time we had over a thousand watchmen at different points on the lines. Take a situation like at New Orleans, with all the ramifications of the railroad yards, 150 or 200 men scattered around to protect the property would not be too large a number.

Chairman WALSH. I would like you to explain approximately how many were put on, first, as soon as the strike was ordered?

Mr. MARKHAM. I can not answer that approximately; I only know that during the first month of the strike—October—we had a maximum at one time of about 1,200 watchmen, and then it was rapidly reduced every week, or almost every day after that.

Chairman WALSH. At the beginning of the strike, could you give us an idea of how many you had?

Mr. MARKHAM. Not the slightest.

Chairman WALSH. I assume that the 1,200 were had during the time that the disturbance was the most acute?

Mr. MARKHAM. Yes.

Chairman WALSH. And while the trouble was going on that you have been reading about?

Mr. MARKHAM. Yes.

Chairman WALSH. In whose charge were these men?

Mr. MARKHAM. Mr. Kelliher.

Chairman WALSH. Who was he?

Mr. MARKHAM. The man in charge of our department that looks after all those things.

Chairman WALSH. What is his title?

Mr. MARKHAM. Chief special agent.

Chairman WALSH. Chief special agent?

Mr. MARKHAM. Yes.

Chairman WALSH. From whence were these men obtained?

Mr. MARKHAM. From everywhere. Mr. Kelliher was formerly in the West, connected with the Union Pacific out in Wyoming; he was a peace officer in that section, and through his acquaintance in that section he got a good many men from there. The men used in St. Louis and Carbondale came largely from the West. The men employed in the South, New Orleans, came from that district.

Chairman WALSH. Did any come from any organized agencies—detective agencies?

Mr. MARKHAM. No; I think not.

Chairman WALSH. What instructions were given to the chief special agent of your company with reference to handling these men, and arming them, if they were so armed?

Mr. MARKHAM. His instructions were to do everything he possibly could to avoid the loss of life.

Chairman WALSH. Were instructions given to him in writing?

Mr. MARKHAM. No; we were in constant communication, and there was no necessity for doing that.

Chairman WALSH. When were the instructions given; during the ordinary course of business?

Mr. MARKHAM. Yes; by his immediate superior officer, handling the matter through him.

Chairman WALSH. Where were the arms obtained?

Mr. MARKHAM. What arms?

Chairman WALSH. I assumed, perhaps, without having the fact in mind, that these men were armed?

Mr. MARKHAM. If we found it necessary to buy shotguns for men in some of the outlying districts around New Orleans we would go to some hardware store and buy them; I don't know just where.

Chairman WALSH. Were these guards armed with weapons generally?

Mr. MARKHAM. No.

Chairman WALSH. They were not armed?

Mr. MARKHAM. No; but where a man was in a little outlying cabin, for the purpose of guarding property from destruction or fire, or where other persons may have been endangered, because of the isolated nature of the place, they were probably furnished with shotguns, or something of the kind.

Chairman WALSH. Who had power to do that?

Mr. MARKHAM. Mr. Kelliher.

Chairman WALSH. Entirely?

Mr. MARKHAM. Or the general superintendent in charge at the time.

Chairman WALSH. Have you a record in your office showing the amount and nature of the firearms furnished?

Mr. MARKHAM. We can get it.

Chairman WALSH. Will you do so, and furnish it to the commission?

Mr. MARKHAM. Yes.

(See Markham Exhibit No. 2.)

Chairman WALSH. Did the board of directors or the executive committee have meetings to consider the strike situation?

Mr. MARKHAM. Not for that special purpose; no. Judge Fletcher, are you making a note of these things?

Judge FLETCHER. Yes.

Chairman WALSH. Were Mr. Kelliher's men on a special pay roll at all times?

Mr. MARKHAM. I am not sure about that; I think he had his own pay roll.

Chairman WALSH. Will you please ascertain and submit the pay roll to the commission?

Mr. MARKHAM. Yes.

(See Markham Exhibit No. 1.)

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Chairman WALSH. Now, my question was, did the board of directors or executive committee have meetings to consider the strike situation?

Mr. MARKHAM. Not for that special purpose.

Chairman WALSH. Was there any meeting or meetings of the board of directors or executive committee at which the strike situation was discussed?

Mr. MARKHAM. No; only such meetings as I was present at, and would make the usual references to the conduct of the strike and to the progress of it.

Chairman WALSH. Was any stenographic record kept of the reports you made to the executive committee?

Mr. MARKHAM. No.

Chairman WALSH. What steps were taken to obtain machinists and other shopworkers to take the places of the men on strike? Give the entire modus operandi.

Mr. MARKHAM. We made the usual arrangements, Mr. Chairman, with the employment agencies throughout the country, making the usual basis for payment for securing the men.

Chairman WALSH. Please give what that is.

Mr. MARKHAM. I can not. I can only say that when a strike occurs on a railroad the first thing you have to do is to get men; there are certain employment agencies throughout the country that make it a business to secure men, and the usual plan, if it happens to be, say, for instance, in Cincinnati, is to go to them, and they advertise for men to be employed under certain conditions to go to certain places, and those men are required to sign an application for employment setting forth the conditions of their employment, and the fact that they may be called upon to take the places of strikers, and the usual plan is to pay the labor agency, in some cases, so much a day for the men in charge for the running of the office, and in other cases a certain sum is paid for each man furnished by the labor agencies.

Chairman WALSH. Which plan was followed in this case?

Mr. MARKHAM. Both.

Chairman WALSH. How many agencies did you have of that sort?

Mr. MARKHAM. Half a dozen at least.

Chairman WALSH. What were the names of the companies with which you dealt?

Mr. MARKHAM. I can not call them off; one was the Pinkerton Agency, for example; another was the Hannon. I can not give you the names of those agencies; however, I can get them for you.

(See Markham Exhibit Nos. 1 and 2.)

Chairman WALSH. Give all you can think of now.

Mr. MARKHAM. I can only recall those two.

Chairman WALSH. What officers of the Pinkerton Agency did you deal with?

Mr. MARKHAM. I did not deal with them at all; it was dealt with by our general manager in Chicago. I think Mr. Foley handled that; the assistant general manager.

Chairman WALSH. Do you recall the names of any other of those agencies?

Mr. MARKHAM. No. Mr. Chairman, I want to make it just as easy as I can for the commission in getting detailed information. We took advantage of all of these agencies, wherever they were in the country, and got the men wherever we could, and we paid sometimes more and sometimes less for the service. It was a question of getting the men, regardless of what it cost; we did not consider that. It was to get the men; that was the first consideration.

Chairman WALSH. Did you use the O'Brien Agency?

Mr. MARKHAM. I do not recall.

Chairman WALSH. Did you use the Turner Agency?

Mr. MARKHAM. I do not recall.

Chairman WALSH. You will submit the names of those?

Mr. MARKHAM. Yes.

(See Markham Exhibits Nos. 1 and 2.)

Chairman WALSH. Now, what official of your company made application direct to the agency to furnish the men?

Mr. MARKHAM. I presume Mr. Foley, the assistant general manager, did it; it was under his jurisdiction.

Chairman WALSH. What proportion of the membership of the crafts unions affected left your employ—what percentage of the men?

Mr. MARKHAM. Pretty close to 100 per cent, sir; I do not think there were very many left. You must remember that a large number that went out were

influenced very largely by the instructions the men gave them. They did not think it was a real thing. They were not prepared to go out. They did not go out with the understanding that they were going on a prolonged strike. They were told as a general thing that it would be just on for a time, and then the men would go back to work. For instance, at Water Valley, shortly after the strike was called, a wife of one striker was overheard talking to another woman, telling that her husband said it would be over in a short time and the company would be after them to come back to work, but that it did not look like the men were going to be called back, but that they would be going and asking the company to take them back. I just recite that as illustrating the fact that they didn't understand what they were going into. They didn't know a strike was being called. They had not been given any opportunity to vote on a real strike. The strike went on on the 25th of September—the 30th of September—while the strike vote was to be returned on October 10; just a mad scramble. No one knew what they were doing.

Chairman WALSH. At this point we will take a recess until 2 o'clock. Kindly return at that time, Mr. Markham.

(At 12.30, April 7, 1915, a recess was taken until 2 o'clock in the afternoon.)

AFTER RECESS—2 P. M.

Chairman WALSH. We may proceed now, Mr. Markham.

Prior to the strike, did the company recognize the Brotherhood of Railway Clerks?

Mr. MARKHAM. No.

Chairman WALSH. Why not; for any other reason except that which you have given—that they were so intimately connected with the officials?

Mr. MARKHAM. That was the principal reason.

Chairman WALSH. Were there any other reasons?

Mr. MARKHAM. I have tried to give in my statement, Mr. Walsh, all of the reasons that governed us in that respect; and I would be glad to read again from the statement.

Chairman WALSH. No. As I look back over it that is all I recollect, and, of course, the commission is gathering a good deal by the oral testimony, as you notice.

Mr. MARKHAM. Yes.

Chairman WALSH. And I just wanted to freshen up on it a little. Was there any other reason?

Mr. MARKHAM. No; the principal reason was the confidential relations that existed between the clerks and the officers and management of the railway.

Chairman WALSH. Is it a fact that the payments of wages to railway clerks have not increased in proportion as have the wages, for instance, of railway conductors and enginemen for the past couple of decades?

Mr. MARKHAM. I think that is true.

Chairman WALSH. It has been submitted here that it is a common thing for clerks, as they grow older, to be reduced in position and in compensation until, when they approach old age, they are, in many instances, unable to make a living.

Mr. MARKHAM. I know of no such condition obtaining on the Illinois Central.

Chairman WALSH. Would you give the rate of pay—what you might call the typical rates of pay of clerks?

Mr. MARKHAM. I could not give it from memory. I could give it from our record, sir.

Chairman WALSH. Is it a fact that the payment of compensation to rate clerks, for instance—those are rather high-class clerks—and revising clerks—

Mr. MARKHAM. Yes; those are high-class men.

Chairman WALSH. Is it a fact that the rate of pay of rate clerks has constantly fallen during the last 20 years—

Mr. MARKHAM (interrupting). No; on the contrary, I should say, they have risen during that time.

Chairman WALSH. What does a rate clerk get now?

Mr. MARKHAM. I do not know.

Chairman WALSH. What did he get 20 years ago?

Mr. MARKHAM. I don't know. I am dealing only with general terms. My impression is, from discussions had with officers of the company about the difficulty of obtaining good men for rate clerks, that wages have risen. I can get the information for you, however, if you desire it.

Chairman WALSH. I wish you would, please, on that particular class of clerks.

Mr. MARKHAM. How long a range?

Chairman WALSH. Well, I would like to get it, Mr. Markham—pick us out, for instance, the clerks that joined the association—for instance, did the yard clerks and did the bill clerks join it?

Mr. MARKHAM. Probably all the clerks in the employ of the company at certain stations in the South.

Chairman WALSH. Well, take the bill clerks, the yard clerks in the local departments, and then take those that have existed in some departments for quite a length of time, like journal clerks, ledger clerks, revising clerks, extension clerks—enough so that we can get a typical situation from which we can make deductions so that we may ascertain whether the tendency has been upward or downward.

Mr. MARKHAM. You want that over what range, say?

Chairman WALSH. Say, pick out a period extending back over 20 years—what it is to-day, and 5 years ago, and in periods of 5 years.

Mr. MARKHAM. Very well, I will do that.

(See Markham Exhibit No. 1.)

Chairman WALSH. Were the general office clerks, as a rule, in this case in this organization?

Mr. MARKHAM. I don't know of any general office clerks being in this particular organization, but I understand they are eligible, however.

Chairman WALSH. What are the clerks that are in the local office—bill clerks and yard clerks and check clerks and what else?

Mr. MARKHAM. Why, in the local offices there are the clerks employed in the making of waybills, making of expense bills, and making of the various entries covering the receipts and forwarding of cars, and all that sort of thing.

Chairman WALSH. Of course, these others I have spoken of—the revising clerks, rate clerks, etc., are general office clerks?

Mr. MARKHAM. No; not necessarily. Those are clerks employed at the more important stations. At a one-man station he may do all the work—revise the waybills, and make his own expense bills, and take care of his own cashbook, and make all the entries of his station; but at a station that is larger it may require different men for each branch of the work.

Chairman WALSH. Will you please indicate again—you probably have in your statement, but I did not catch it—what was the first violence in this strike—the first act of violence?

Mr. MARKHAM. The first prominent act, I should say, was the interference with our operations at McComb, Miss.; and Water Valley; that is, after the principal strike was called. We had acts of violence at Mounds when the incipient strike of the 25th was called, and at various places. There were so many of them and they covered such a vast, large scope of territory that it would be impossible for me to segregate the particular thing, or any particular time.

Chairman WALSH. Or the first one?

Mr. MARKHAM. Or the first one.

Chairman WALSH. You mentioned something about newspaper comment. What steps, if any, did the company take in regard to publicity? Did it have an organized department to get out publicity?

Mr. MARKHAM. Why, it had a department that I undertook to run personally, sir; and following very closely upon the calling of the strike we prepared this pamphlet [indicating] giving the facts about the strike, dated October 12, 1911. Now, this pamphlet was circulated all along our line of road, and the principal statements contained in it were printed in all of the prominent papers, beginning at Chicago and ending at New Orleans.

Chairman WALSH. Was any payment made to the newspapers?

Mr. MARKHAM. Oh, decidedly, at regular advertising rates; used pages; and we went to a very considerable extent to get all the facts about the strike before the people, and we were willing to pay for it.

Chairman WALSH. And those same papers that made the editorial comment you have mentioned?

Mr. MARKHAM. I will say absolutely no. We made no connection between the advertising end and the editorial end—

Chairman WALSH (interrupting). No; but they were some of these papers?

Mr. MARKHAM. These papers probably; but I can not say. I can not even

now name the papers we made arrangements with, but just our papers all along the line.

Chairman WALSH. What was the total amount of expense incurred by the company in regard to newspapers, during the strike, in paying for advertisements?

Mr. MARKHAM. I don't know.

Chairman WALSH. Could you approximate it?

Mr. MARKHAM. No, sir.

Chairman WALSH. Give any idea whatsoever?

Mr. MARKHAM. No. I could by reference—

Chairman WALSH. Will you please give us that?

Mr. MARKHAM. I will be very glad to.

(Witness subsequently furnished the amount as \$3,196.65. See Markham Exhibit No. 1.)

Chairman WALSH. You say you handled that for the company yourself?

Mr. MARKHAM. Yes; that is, I handled the preparation of the matter and then directed that arrangements be made with the various newspapers to print it for us.

Chairman WALSH. Did the strike require the assignment of additional attorneys?

Mr. MARKHAM. I think not. We may have, in some cases where we were asking for injunctions—we may have secured the services of additional attorneys, but I don't recall now that there were any such cases.

Chairman WALSH. Were there requests made by any of the following organizations upon your company, asking you to arbitrate the differences between yourselves and the employees: The Cotton Exchange of New Orleans, the Commercial Club of Memphis, the Federal Department of Labor, or the National Civic Federation?

Mr. MARKHAM. It was suggested by a member of the National Civic Federation that the good offices of the members of that federation might be offered to the Harriman lines and the Illinois Central with a view of bringing about an arbitration. I had a conversation with Mr. Low in New York.

Chairman WALSH. Mr. Seth Low?

Mr. MARKHAM. Yes; and I think I succeeded in convincing him that more harm than good would come from any attempt to settle the matter in that way. I think I convinced him that quite a large principle was involved that had to be disposed of, and that anything that you might call outside interference would result in more harm than good.

Chairman WALSH. Was any request made by the Cotton Exchange of New Orleans?

Mr. MARKHAM. I do not recall that. Just a moment, there was an informal request from a man who was at that time president of the exchange. On one of my trips to New Orleans he came to see me, saying that if he could do anything to bring about a settlement of this trouble, which was of interest to the people of New Orleans, he would be glad to do it, and I think I convinced him that more trouble and harm would come from any outside interference of that kind than good.

Chairman WALSH. How about the Commercial Club of Memphis?

Mr. MARKHAM. I do not recall about that.

Chairman WALSH. Did the governor of Mississippi try to do anything in that respect?

Mr. MARKHAM. Gov. Brewer of Mississippi did take considerable interest in the matter at one time, but the question as to whether we would agree to arbitrate this question was never put to us by the governor. He had a conference in his office with a number of the leaders of the organization, but nothing came of it. There was some question on their part as to whether they would confer, and the question was dropped.

Chairman WALSH. Was there anything from the Department of Labor at Washington?

Mr. MARKHAM. Not until some six or eight months ago, when two representatives of the Department of Labor came to see me to discuss the question of the strike, and more particularly to discuss the question of permitting the return to our employ of a large number of men who were still out. They were told—I said to them what I have said repeatedly to every commercial organization or to anyone who attempted to take an interest in the situation of those men, that we had no grievance against the men who went out on this strike, but followed

an unusual practice in dealing with them. We never had closed the doors to the men that went out, but left the door open, unless they had been engaged in actual acts of violence or destruction of property. The fact that a man went out on strike did not disqualify him for future employment by our company unless, as I say, he might have engaged in some act of violence or destruction of property; and that situation exists to-day. I said to the men at that time that if they made application for employment we would give them the preference unless they had been guilty of some act of violence or destruction of property.

Chairman WALSH. What arrangements did the company make for housing those men brought in to take the places of the men on strike?

Mr. MARKHAM. We built commissaries, stockades around the different shop plants, and put up building to take care of them, and fed them and arranged for their sleeping.

Chairman WALSH. When were the stockades built with reference to the calling of the strike?

Mr. MARKHAM. Some time afterwards.

Chairman WALSH. How long afterwards?

Mr. MARKHAM. A matter of 10 days after the beginning of the strike, and some 5 days at McComb, where the strike condition was bad—on the fourth or fifth day.

Chairman WALSH. Was anything done to inquire into the character of the men so employed?

Mr. MARKHAM. No, sir; we had to operate the road and had to take such men as we could get.

Chairman WALSH. You mentioned the commissary; what was the commissary?

Mr. MARKHAM. A place to feed the men.

Chairman WALSH. Please describe how it was operated.

Mr. MARKHAM. We had a regular organization; we put men in charge to look after it just as you would a small hotel; to provide sleeping quarters and to provide arrangements for the men eating, and that sort of thing. In some cases we made provision for the sale of tobacco to them, and overalls, and such things as that that the men would need that could not go to town for them.

Chairman WALSH. How was a charge made to the men?

Mr. MARKHAM. To start with, we furnished them with these facilities in addition to their regular pay.

Chairman WALSH. For how long?

Mr. MARKHAM. The last of the commissaries was closed out in 5 months, and some in 60 and 90 days.

Chairman WALSH. As to the wages paid to the men who were brought in, how did they compare with the wages paid theretofore?

Mr. MARKHAM. Exactly the same wages.

Chairman WALSH. Was there any exchange of employees between the Illinois Central and the Harriman lines during the strike?

Mr. MARKHAM. No.

Chairman WALSH. You understand what I mean?

Mr. MARKHAM. Yes; I understand perfectly.

Chairman WALSH. In cases of prosecution, public prosecutions for alleged infractions of the law, were your attorneys furnished to prosecute the men?

Mr. MARKHAM. I can not answer that question; I do not know of my own knowledge whether they were or not. We did what we could to assist in the prosecution of those engaged in acts of violence or destruction of our property. I do not know whether our attorneys appeared in court in connection with the prosecutions. Of course, our attorneys got up—made the case; they got up the information and made the complaint, and all that sort of thing.

Chairman WALSH. But whether they participated in the trials, you do not know?

Mr. MARKHAM. No; I can not answer that.

Chairman WALSH. Who selected the newspapers through which the advertising was done, this page advertising?

Mr. MARKHAM. I think I did in this general way, that I told them to select, for example, all of the Chicago papers, all of the New Orleans and Louisville papers; I do not think there was any discrimination in the large towns; we took all the papers.

Chairman WALSH. Were there country papers that carried these advertisements also?

Mr. MARKHAM. I think very few papers in the smaller towns; perhaps in Jackson, Tenn., and Jackson, Miss.

Chairman WALSH. Did any of the papers in these localities adopt an editorial policy that was inimical to the company in the strike, or in favor of the strikers?

Mr. MARKHAM. I do not recall any; the general sentiment was very favorable to the company.

Chairman WALSH. Do you recall any paper at all that took the side of the strikers editorially?

Mr. MARKHAM. No; unless it was some paper edited and managed by the strikers; there was one or two of that kind.

Chairman WALSH. Did the officials of the company recognize the fact that there would be a strike in case a conference was refused with the federated committee?

Mr. MARKHAM. We never believed they would go that far. We thought our cause was so just that it would prevail, and when the proper time comes I would like to read into the record circulars that were sent out to our employees dealing with a probable strike on August 24, and again on September 30, when it was called.

Chairman WALSH. Perhaps this might be as good a place to read it in as any.

Mr. MARKHAM (reading):

"CHICAGO, ILL., August 24, 1911.

"To All Employees:

"This circular is issued for the purpose of acquainting the employees and the public with the demands made upon these companies by the officers of the 'Federation of Railway Employees of the Illinois Central System'"—

This circular was issued some 30 days before the calling of the strike (Reading:)

"In which they claim to be authorized to make a new contract with these companies covering all employees in the mechanical department and with those employed indiscriminately in other departments.

"The fact is ignored that the principal crafts already have contracts with these companies, signed by their authorized representatives, and that these crafts have not given the formal notice, as stipulated therein, that they wish to cancel or change the agreements now in force. The management is observing these contracts in the utmost good faith and expect the employees parties thereto to do likewise. If they desire that they shall be revoked or modified or conference arranged looking to the handling of matters between the company and its employees differently than at present, it must be taken up in the regular manner as has been the practice heretofore.

"Should this management violate the existing contracts by reducing wages or changing working conditions without giving the 30-day notice they would be accused of acting in bad faith, and justly so. The clause in the machinists' agreement reads as follows:

"These rules shall be in force October 8, 1909, and thereafter: *Provided*, That after 30 days changes may be agreed upon by either party giving 30 days' notice to the other of changes desired for conference."

"In the contract with the boiler makers and blacksmiths and all the other principal crafts this clause reads as follows:

"The rules and rates as shown herein to become effective May 1, 1910, and remain in force until May 1, 1911, and thereafter: *Provided*, That after the first year changes may be agreed upon by either party giving 30 days' notice to the other of changes desired for conference."

"The officials of the so-called federation have not denied the existence of these contracts or the fairness of our position, nor have they gone about this modification or abrogation in the formal and proper way. On the contrary, they have called mass meetings in certain localities which have naturally been attended by those who are in sympathy, and from such source would undoubtedly obtain a majority of those present in favor of forcing the company into a position which must result in great harm to itself and its employees."

You will notice, Mr. Chairman, this circular was issued after this correspondence that has been referred to this morning. [Reading:]

"It is the hope and wish of the management to retain the present relations with its employees and to continue to better their condition. If, however, it is placed in a position where it must violate its contracts, made in good faith with employees constitutionally authorized to make such contracts; or choose the alternative, there is left open only one course.

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"The management makes the foregoing explanation through a sense of duty to its employees, the owners of the property, and last, but by no means least, to the shippers and traveling public who are dependent upon the Illinois Central for transportation facilities.

"To indicate the radical demands made and the inconsistency in many respects thereof, it is only necessary to summarize a few of those submitted.

" SUMMARY OF DEMANDS.

"1. Demand that 'not more than eight hours shall constitute a day's work,' except Saturdays, when they shall work seven (7) hours, and be paid for eight (8).

"Nine hours is now the standard working day on the Illinois Central system, except for car men, whose agreement calls for 10 hours. It is also the standard on all railroads.

"2. Demand 'an advance of 5 cents an hour for hourly men' and proportionate advance for monthly men.

"The Illinois Central increased the pay of its shopmen last year, and they now receive as high or higher wages than those of competing roads. The increase demanded varying from 12 per cent to 35 per cent, according to each man's present rate, would amount to more than \$2,000,000 per annum.

"3. Demand 'double time after 12 o'clock midnight for daymen, and after 12 o'clock midday for nightmen.'

"Time and one-half is now allowed for overtime, also for Sundays and holidays, with other special allowances, which make Illinois Central rates more liberal than those of most other roads.

"4. Demand that all crafts shall have 'uniform hours for commencing and quitting work,' which shall be the same hours for all.

"This would leave all shops, roundhouses, and terminal yards without a working force for a third of the time, or compel the company to pay time and one-half or double time for work done outside of 'regular' hours. The railroad must run day and night to accommodate the public.

"5. Demand that men 'sent out on the road for any cause shall receive time and one-half from the time called until they return, and not less than \$1.50 per day for expenses.'

"Now receive straight time during regular shop-working hours, and time and one-half for overtime hours, with \$1.25 a day for expenses. This would compel the company to pay men time and a half while waiting for trains or riding on trains, either day or night.

"6. Demand that 'when reducing expenses in shops and round houses the full force of men will be retained and reductions made in hours until the hours shall have reached 40 hours per week. Any further reductions will be made by shutting down the shops.'

"This prohibits the railroad company from at any time reducing the force, regardless of decreases in business or changes in operating conditions.

"7. Demand that 'all reductions in hours and shutdowns will be universal at all points on the system.'

"This regardless of local increases or decreases in business or any other variation in conditions. Operating in 14 States, business fluctuates to a considerable extent, dependent upon crops and other conditions. The forces of the company must necessarily be arranged accordingly.

"8. Demand that 'applicants for employment shall only be required to give name of position wanted and address of nearest relative.'

"This would prevent the employing foreman or master mechanic from asking an applicant for work as to his ability, character, habits, or experience, or otherwise informing himself relative thereto. This would deprive the company and also its employees of any protection against disreputable and incompetent men getting into the service.

"9. Demand that in filling vacant positions as foreman or gang boss 'seniority to govern.'

"This would compel the company to promote and put in charge of its work and properties the man who, by reason of seniority, is longest in the service, regardless of his ability, age, experience, habits, or capacity for increased responsibility. This method would be contrary to the first principles of efficient and economical management, and the railroad company could not excuse or defend it as efficient management.

"Many other radical demands are made, all tending toward inefficiency of service and increasing cost of operation.

"During the past year the company has increased the pay of its mechanical forces \$428,188 per annum."

I want to impress this upon the commission that during the year preceding this demand made upon us we increased in the pay \$428,000. [Continues reading:]

"It has increased the pay of its employees in all departments \$1,744,350.

"Having in mind the welfare of its employees, the company during the past year has appropriated large sums for the improvement of sanitary conditions at the respective shops and grounds. It has also in other ways provided for the betterment of its employees and expects to continue such policy.

"The managing officials must continue, as heretofore, to pass on all matters relating to the proper and efficient conduct of the property. To put this into the hands of its employees under a federation of many classes would not properly safeguard the interests of its stockholders, the public, or the employees themselves."

That is the circular sent out to the employees.

Chairman WALSH. What is the date of that, please?

Mr. MARKHAM. August 24, 1911.

When the strike was called another circular of about the same import was issued. I will only read a part. I won't read the part that is a duplicate of what I have just read. [Reading:]

"CHICAGO, ILL., September 30, 1911.

"To all employees:

"This circular is issued for the purpose of acquainting the employees and the public with the causes leading up to a strike of certain classes of employees in our mechanical department.

"For many years we have had contracts with these organizations, made in conferences with their representatives, mutually agreed to and satisfactory in all of their terms. No change in the working conditions or rates of pay have been made except upon the filing of agreed notice of a desire for a conference to make such changes. The representatives and business agents have always been met with courtesy and full consideration has been given to their requests for changes in rates of pay or working conditions. The best evidence of this is that during the past year the company has made increases in the pay of its mechanical forces amounting to \$428,188 per annum.

"On June 21, 1911, we received a request from a so-called Illinois Central and Allied Lines Federation for a conference and submitting therewith a proposed agreement, of which the following is a summary.

I give the summary as read in the preceding document. [Continues reading:]

"Upon our refusal to meet the officers of the federation, we were asked to meet and did meet the various officers of the different crafts with which we had agreements. They were advised that we felt compelled to consider the existing contracts in full force and effect until canceled in the manner provided therein, just as they would have insisted on our doing had the conditions been reversed.

"Following the conference, the international officers took the whole matter out of the hands of the officers of the federation and finally decided to resubmit the question of striking to the members of the different crafts. The members were asked to take into consideration the fact that existing contracts had not been abrogated in the manner provided therein, and were given until October 10 to record their votes. It is well known that the international officers of at least some of the crafts supported our position and bitterly opposed violating their contracts by consenting to call a strike on the Illinois Central. The conservatives seem, however, to be in the minority, and the result is one of the most uncalled for walkouts of labor in the history of this country. The shopmen at Memphis and New Orleans quit their work in defiance of the instructions of the same grand officers responsible for calling a general strike.

"The Illinois Central has not sought this controversy and has no quarrel with organized labor as such, but it will use all the resources at its command to retain such control of the management as will enable it to continue the exercise of public functions, for which it was created, and which subsequent events have shown it could not have continued to exercise had the management consented to enter into negotiations with the organization which is primarily responsible for this trouble."

Chairman WALSH. Did the officials of the company confer regarding their policy toward the duly organized federation with the officials of any other railroad company?

Mr. MARKHAM. I do not recall.

Chairman WALSH. Did you have correspondence with them, with the officials of any other railway company?

Mr. MARKHAM. Not that I recall; I wouldn't say.

Chairman WALSH. Did you confer, any of you—yourself, or any of the officials—confer regarding this policy with the General Managers' Association of Western Railroads?

Mr. MARKHAM. Not so far as I have knowledge.

Chairman WALSH. Or with officials of the association?

Mr. MARKHAM. Mr. Chairman, it is a lone fight. We fought the battle alone. We received no help from any source, from the railroads. I am sorry to say that most of them were standing by ready to take up the business that left us because of the trouble we had in handling the business as a result of this strike.

Chairman WALSH. I have been asked to ask you if it is not a fact, Mr. Markham, that at the time this strike was called there were 31 railways that were dealing with the federated unions organized on this plan?

Mr. MARKHAM. I do not know that, sir.

Chairman WALSH. And I was further requested to ask you if it is not a fact that at the present time there are 52 railways that are dealing with the federated unions organized upon this same general plan?

Mr. MARKHAM. I do not know it to be a fact; no, sir. May I add to that, however, if it is a fact, and it keeps on going, they will be sorry they have ever done it. That is a thing that we have been trying to avoid throughout this whole contest—was putting the railroads in this country where through the power that would be given the leaders of this organization—power not only over the railroads of the country, but over all of the other industries of the country—that it would be a detriment to the commerce of the country.

Chairman WALSH. Can you estimate approximately the amount that has been expended—that this strike has cost your company?

Mr. MARKHAM. Several millions of dollars. I could not attempt to say how much, because the year following the strike was rather a poor year anyway, and the earnings dropped off.

Chairman WALSH. The direct expense was approximately how much—the hiring of guards, the payment for commissaries, and the erection of stockades, those that might be called local expenses, mentioning nothing of any falling off in the traffic, or anything of that sort?

Mr. MARKHAM. I have never made any figures, and any statement that I would make would only be the wildest kind of guess. I would not undertake to do it; no.

Chairman WALSH. Has the company—is there any official of the company who has figured out the cost of this?

Mr. MARKHAM. No.

Chairman WALSH. Per year?

Mr. MARKHAM. We made up our mind, sir, that it was a question that had to be fought out, regardless of the cost.

Chairman WALSH. I take it, from what you say, that nothing has occurred since, either in the strike itself or in any experience that you have had, that has caused you to change your mind as to the wisdom and desirability of the policy which you read from your paper.

Mr. MARKHAM. I am more strongly confirmed in it than ever, sir.

Chairman WALSH. Commissioner O'Connell has a few questions he would like to ask.

Commissioner O'CONNELL. Has the company dealt with transportation organizations in combination of any kind?

Mr. MARKHAM. We have not been asked to.

Commissioner O'CONNELL. Have not been asked to?

Mr. MARKHAM. No. We are dealing now through the General Managers' Association with the enginemen collectively, the firemen and engineers; but we have not been asked to deal with collective organizations of the train and enginemen. That was the purpose of your question, Mr. O'Connell?

Commissioner O'CONNELL. With the Order of Railway Conductors and Brotherhood of Trainmen at the present time, under a joint agreement?

Mr. MARKHAM. I am not so sure about the practical effect, whether the general manager meets them together or not. I think Mr. Garretson knows and could answer that question better than I can. It is a detail I do not get into. But we have not met the four organizations collectively, have not been asked to, the question has not been raised on our system.

Commissioner O'CONNELL. Or in the past; do you know of meeting the engineers and the firemen?

Mr. MARKHAM. I do not know that we have ever met the engineers and firemen together, sir. They are acting together in this application for wage increase.

Commissioner O'CONNELL. I know they are.

Mr. MARKHAM. But I do not understand they are acting together individually with respect to other agreements with individual roads.

Commissioner O'CONNELL. In the past you do not know of the I. C. having dealt in that manner?

Mr. MARKHAM. I do not know. I do not think we have. We have separate agreements, you understand, with all of these different organizations—the conductors, the trainmen, the enginemen, and the firemen.

Commissioner O'CONNELL. The question is, however, that you have dealt with the engineers and firemen; met them at one time?

Mr. MARKHAM. Met with them?

Commissioner O'CONNELL. And that the same has taken place in the meeting in the order of conductors and the others?

Mr. MARKHAM. I would like to make an explanation. It is not the same condition. To do that there would be a meeting of these other crafts.

Commissioner O'CONNELL. Under the same condition?

Mr. MARKHAM. Under the same condition; no. I tried to make that plain in my paper.

Commissioner O'CONNELL. Just briefly state why. I do not quite catch the reason.

Mr. MARKHAM. Mr. O'Connell, take the organization of machinists, for example; I would not undertake to state who they are. I do not know them. They are represented—the machinists employed in industries other than the railroad industry—and there is not the same community of interest between the machinists' organization—the members of the machinists' organization and other organizations working in the train service. The firemen and the enginemen and the conductors are all working together, and they have a community of interest. You are dealing with questions pertaining to their work, and then you are dealing with questions that are more or less common to the four organizations. But when you are dealing with the organization of machinists and the blacksmiths and all of these organizations, you are dealing with men who have interests outside of the railroad. It is a different question entirely. You never know when you are going to get mixed up in an industrial fight. Just as in the old A. R. U. trouble they had, and the trouble in Ireland, about four years ago, that I referred to in my paper, where there was a strike on some timberwork, and where the men belonged to the same organization—a strike was called on the railroads because they were hauling a product of this plant. We do not think there is a community of interest between the men who are employed on the railroad and the men who are employed in the outside industries. There is not the proper community of interest between the men.

Commissioner O'CONNELL. Isn't there considerable expense in the matter of shopmen having committees, meeting the officials of the company, and taking up these several questions separately, incurring a great expense necessary to bring the men together, that could be avoided if they acted collectively?

Mr. MARKHAM. Yes; but it may cost so much more in other directions. You might save at the spigot and lose at the bung hole in that case. Our contention is that the greater loss and the smaller saving in the expense of committees, of time lost by the workmen or by the railroad company itself, would be so small that it would be infinitesimal when taken into consideration with the greater losses that would follow through the combination of these forces that I have spoken of.

Commissioner O'CONNELL. I take it, from the documents you read into the record, your fear of the combination becoming so strong and powerful was that it would have an influence not in the best interest of society in general?

Mr. MARKHAM. Yes.

Commissioner O'CONNELL. That by the combination they would become extraordinarily strong, as it were?

Mr. MARKHAM. Yes.

Commissioner O'CONNELL. Wouldn't it be rather a strong argument in favor of organization—a combination of that kind—of the men?

Mr. MARKHAM. The trouble with it would be too much power in the hands of too few men, and the question is whether they would exercise it wisely or

not. Power never has been exercised wisely, too much in the hands of any one man or set of men, in the past, and I doubt if it will ever be. It will be just as injurious in the hands of the labor leaders as in the hands of the capitalists.

Commissioner O'CONNELL. So the real cause of your opposition to meeting the men as a combination prior to the time the strike occurred or after was that they had not given what you considered the 30 days' notice in accordance with the agreement of the men, or of this fear of this combination?

Mr. MARKHAM. The real cause was the fear of the combination. And we justified our refusal to these men by putting before them the fact they had not given the 30 days' notice, and demanded that they live up to their contract, just as they expected us to do. If you want me to be frank, the real cause was the fear of putting too much power into the hands of men who would not use it wisely.

Commissioner O'CONNELL. I understood you quoted me in your document that you read—that paper?

Mr. MARKHAM. May I further amplify that by saying, too, Mr. O'Connell, we have always felt that if we had been given the opportunity to sit across the table with the leaders of these different organizations by themselves, with the representatives from the different points on the line, discussing this question of the system federation, that we would have talked them out of it. We wanted that opportunity, and we were not given it. We were entitled to that opportunity.

Commissioner O'CONNELL. Wasn't it the general impression of the men and the leaders of these organizations that they had at least technically given 30 days' notice?

Mr. MARKHAM. It was claimed so; but I did not believe it, nor do I think you believed it at that time. You went on record as not believing it. I don't think Mr. Condon did. I think some of the men I talked to—I am not sure but what one of the gentlemen is here that I met in conference—that I had in conference some 30 days before the strike was called. Those gentlemen did not urge that question on me very strongly, but simply claimed that we were taking advantage of a technicality, and that we knew of it through some other sources. But, I said, "We want you to tell us, in accordance with the contract. Here is a contract, and we want you to live up to it, and we don't want notices given through somebody else. We want it from the men who are acting under that notice. You may come back and repudiate it and say, 'We did not give it to you.'" We were insisting throughout that they live up to their contracts, just the same as they expected us to do.

Commissioner O'CONNELL. Well, this is supposition, of course. But if they had given 30 days' notice, in accordance with the requirements of their contracts, and then had asked to meet your company jointly, that difficulty being cleared away, what would then have been the position of your company?

Mr. MARKHAM. I would then have been still of the same opinion as at that time, that it would have been an unwise thing to have done. I don't think I would have done it; but it is pretty hard to tell.

Commissioner O'CONNELL. So that really the failure to give 30 days' notice was not the cause of the break between you? That would not have avoided it if both sides—

Mr. MARKHAM. Well, I am not so sure about that. It would have depended on conditions at the time. A good many things might have happened between that time and the giving of the notice and the time of the calling of the strike. You must remember that this strike was called before the final vote was taken. The company had no reason to expect a strike would be called at that time. It had a right to believe that the vote would be taken as instructed by the heads of the organizations at the time, and that then, after the vote had been taken, then notice would be served on the company and it would be given opportunity to say what it wanted to do; but it was not given that opportunity, and the strike was just as much of a surprise to the company as it was to a great many of the men.

Commissioner O'CONNELL. In the employment of men to take the places of those who went on the strike, were bonuses or rewards of any kind given or promised?

Mr. MARKHAM. To the individual men?

Commissioner O'CONNELL. Yes.

Mr. MARKHAM. No. They were given some bonuses in the way of free commissary services, as testified a few moments ago; paid the regular wages, and, for a time, were given the free commissary services.

Commissioner O'CONNELL. Were any promises made of rewards if the men would stay a certain time in the employment of the company—say, six months or a year?

Mr. MARKHAM. No, no; absolutely not.

Commissioner O'CONNELL. Were the agents that were employing these men, so far as you know, or have you heard, whether they made promises of any kind to the men that if they stayed in the service a certain length of time they would receive a bonus?

Mr. MARKHAM. Each man was required to sign a contract—an application for employment that set forth the conditions of employment, and whether anything was promised outside of that by the labor-employment agents or other men of course I have no means of knowing.

Commissioner O'CONNELL. Have you a copy of that contract with you?

Mr. MARKHAM. I have; yes, sir.

Commissioner O'CONNELL. Will you just put that in the record?

Mr. MARKHAM. I was looking for it, and will be glad to file it with the commission.

(Witness submitted application blank referred to. It appears at the end of this subject, marked "Markham Exhibit No. 3.")

Commissioner O'CONNELL. This is the point—one of the points—that I have in mind in this contract: It says [reads]: "As a condition to receiving any wages I agree to continue at least 30 days in such employment unless sooner discharged by the company, and no wages are to be payable to me if I voluntarily leave my employment within that period."

Mr. MARKHAM. You see, we were furnishing these men free transportation, paying out a good deal of money for transportation and getting them in New York, for example, and paying, for example, the Pennsylvania or the Erie \$18 or \$20 apiece to get them to Chicago, and we wanted some assurance and some guaranty that they were going to remain in our employ a certain length of time after we got them. If you please, that may have been a bonus. If it was, it was a necessary one. We were not in a position to choose. We had to fill the places of some 9,000 men, and we had to get them wherever we could.

Commissioner O'CONNELL. This reads further [reading]: "And no wages are to be payable to me if I voluntarily leave my employment within that period."

Mr. MARKHAM. Yes.

Commissioner O'CONNELL. Now, suppose an employee's transportation was only \$5 or \$10, and he earned \$100 in a month. You say you would not—

Mr. MARKHAM. (Interrupting). Oh, no; we would have treated him fairly, as we always do.

Commissioner O'CONNELL. Under this contract he would not have the right to ask for it?

Mr. MARKHAM. Probably not; but he would have been treated fairly. In many cases we paid the money for the time occupied in coming under contract, and then sent them back to their homes because claims were made that the conditions had been misrepresented to them.

Commissioner O'CONNELL. Were the employment agents instructed to notify those seeking employment that there was a strike on the road?

Mr. MARKHAM. They were. I think you will find that document has that provision in it.

Commissioner O'CONNELL. Has there been published in some of the reports, or the annual reports of the company, the statement, I take it, of yourself to the board of directors, or of the board of directors to the stockholders, quoting, in your annual reports, the cost of the strike?

Mr. MARKHAM. I do not recall of our making any such figure. The increase in expenses and some reductions in earnings were accounted for by reason of the conditions following the strike; but I know of no attempt having been made to determine the exact cost of it.

Commissioner O'CONNELL. Has the strike been adjusted? Is it still on?

Mr. MARKHAM. I believe it is still on. We do not hear of it any more, sir—have not for a long time. If you mean, it has never been called off, Mr. O'Connell, it has never been called off.

Commissioner O'CONNELL. I mean, there has never been any settlement?

Mr. MARKHAM. No.

Commissioner O'CONNELL. Are there not a number of directors on the so-called Harriman lines—the Union Pacific, the Southern Pacific, etc.—who are also directors of the Illinois Central?

Mr. MARKHAM. Why, I think at the time of the strike there were two or three common directors.

Commissioner O'CONNELL. Wasn't it commonly rumored or understood at least that there were personal representatives of Mr. Harriman on the directorate of the Illinois Central?

Mr. MARKHAM. Well, you know, the Union Pacific owns a very large block of stock in the Illinois Central and has a representation on the board. There is no question about that.

Commissioner O'CONNELL. And they are very closely associated, at least in a financial way?

Mr. MARKHAM. No; they have common directors, but there is no relation between the companies, financial or otherwise. The Illinois Central is operated entirely separately from the Union Pacific, and the finances are handled entirely separate. There is no connection at all in their operation, and it conducts its business and handles its finances just as separately as the Union Pacific and the Atchison or the Union Pacific and the North Western or any other line.

Commissioner O'CONNELL. In the handling of the business, I take it, the Illinois Central would, where it was just as convenient, at least, direct or exchange its business with the Harriman lines in preference to some other line?

Mr. MARKHAM. Yes. Yes; surely, but—

Commissioner O'CONNELL (interrupting). You would send freight over the Harriman lines, preferably to the Santa Fe, to San Francisco?

Mr. MARKHAM. Yes; but the situation is such that it is to its interest to do it. The Illinois Central runs out to Omaha and connects there with the Union Pacific. Handling the business with the Union Pacific gives the Illinois Central the long haul. In the case of the Southern Pacific, at the time that the two lines were operating by the same management, we connected with them at New Orleans and got the long haul by taking the business to New Orleans and delivering it to the Southern Pacific for certain territory. It was to the interest of the Illinois Central to do it; and then, besides, there was this friendly interest that grows out of this relation—out of the ownership of a large block of the Illinois Central stock by the Union Pacific. But that is not reciprocal. It happens to be to the interest of the Union Pacific to deal more favorably with some of the other lines than with the Illinois Central. I am looking at you, Mr. Atchison [smiling].

Commissioner O'CONNELL. I understood you, of course, that you never had any association or conferences or correspondence that you recall with the officials of the Union Pacific or of the Southern Pacific with regard to the causes of the strike on the Harriman lines proper?

Mr. MARKHAM. No; I know very little about them, sir. Our hands were so full, sir, at the time that we did not have time to consider anything but our troubles. We let them take care of their own.

Commissioner O'CONNELL. Were your relations with the shopmen under their contractual relations perfectly harmonious up to the time the strike occurred?

Mr. MARKHAM. I think so.

Commissioner O'CONNELL (continuing). In times gone by?

Mr. MARKHAM. I think as harmonious as those of any other railroad.

Chairman WALSH. Commissioner Garretson would like to ask you a few questions.

Commissioner GARRETSON. You stated a moment ago, Mr. Markham, that the real underlying reason of the attitude of your company was the fear of placing power in the hands of a few men?

Mr. MARKHAM. Yes, sir.

Commissioner GARRETSON. Is it your opinion that it is more dangerous to place the power of representing the employees of a corporation like your own in the hands of a few men than it is to place the handling of a property in the hands of one or two or three men?

Mr. MARKHAM. Most decidedly.

Commissioner GARRETSON. For what reason?

Mr. MARKHAM. For the reason that you have more power. You can exercise your power in so many different directions. If you please, if I might answer the question fully, I would say that if you were to give me control of all the railways of the United States to-day there would be some limitations on the powers that I could exercise—limits placed on the exercise of powers by law, by

custom, by usage, by everything—the laws of society. But if you place me in the attitude or position of a labor leader with absolute control, so far as any one man can enjoy such control, it would be more dangerous, because I could exercise that power in an entirely different way. I would not be answerable to the same laws, the same regulations, the same conditions, as the man who exercised power as the owner or controller of the property.

Commissioner GARRETSON. Is the man who represents labor of a weaker moral fiber or more of a lawbreaker than the man that represents a corporation?

Mr. MARKHAM. I don't think so as a rule, sir; but he is not answerable to the same tribunals as the other man is.

Commissioner GARRETSON. Whether he is answerable to the same tribunals, is he not answerable to the same moral tribunals?

Mr. MARKHAM. They ought to answer to the same; ought to be no difference.

Commissioner GARRETSON. Well, do they?

Mr. MARKHAM. I am afraid not.

Commissioner GARRETSON. In your opinion, which would suffer the most if they did answer to the same tribunals?

Mr. MARKHAM. That is too purely a hypothetical question for me to try to answer.

Commissioner GARRETSON. You don't mean that the morals are hypothetical? According to the testimony that has been given before this commission by all the representatives of all the great financial groups of the country the average man handling an industrial corporation or transportation corporation is absolutely unhampered by his board of directors. He is absolute. Is there, in your opinion, a greater incentive for a man who stood as the representative of the labor men on a property like this to administer that power less intelligently and less honestly than the other man?

Mr. MARKHAM. That would depend upon the man so much. It would depend upon the various processes by which he reached that particular position which he occupies. There is a great deal of theory in answering that question, too.

Commissioner GARRETSON. It is a little like the porter testified yesterday; it depends on the man?

Mr. MARKHAM. It depends on the man; yes. Now, let's take—since you are discussing that question and we are sitting around a table, as it were—let's take my own case. You know something of my history—of how I came up to the—

Commissioner GARRETSON (interrupting). Yes.

Mr. MARKHAM (continuing). To the Illinois Central. I think you know that I have not forgotten yet how to talk the language of the men still in the ranks. Now, I have the same sympathetic feeling toward the men occupying the subordinate positions that I ever had and the same desire to have pleasant relations. But my attitude toward the men—

Commissioner GARRETSON (interrupting). Well, but are you less honest or more honest than when you shoveled coal on the dock at Tucson?

Mr. MARKHAM. I don't think I have changed much. I think I have kept my principles the same now as then.

Commissioner GARRETSON. Now, if two men started on the same basis from that same point and one traveled up through labor unionism and the other up in the corporation service, what agencies would tend to make one man less dependable?

Mr. MARKHAM. Why, it would depend again on the man. There is no answer to a question like that. It is like the question, Is it a good thing to send a boy to college?

Commissioner GARRETSON. Take your personal illustration of a moment ago. Had you got turned into the other channel, would you have been less dependable as the officer of a labor union than you are as the president of a railway company?

Mr. MARKHAM. I would have been less dependable for the reason that my responsibilities would have been different, perhaps. It depends on whom you hold him responsible to.

Commissioner GARRETSON. Isn't that a hypothetical question, whom you hold them to?

Mr. MARKHAM. Perhaps—

Commissioner GARRETSON (interrupting). Are your responsibilities greater to stockholders than they are to a man who places simply his trusts and interests in your hands?

Mr. MARKHAM. But, my dear sir, our responsibilities are not confined to responsibilities to the stockholder. We serve at least quasi-public institutions when we serve the railroads of this country, and we have a duty to the public and a duty to all the people. Why, on the Illinois Central Railroad, we have fifty or sixty thousand employees. So it is not a fact that we have not just as much interest in those men on a good many considerations as our stockholders, and the owners of the property; and there is the question of service to the public and giving good service to the public. I have the three considerations.

Commissioner GARRETSON. Now, if the control was absolute of all of the men who served the Illinois Central Railway Co. and was vested in one man's hands—

Mr. MARKHAM (interrupting). May I differentiate between the different kinds of men; and so far as the organization of which you yourself are a member, they are run by high-class men, and that as long as they are run by that class of men none of the things will happen that I am afraid of, but I am not so sure of other organizations outside of the railroad service, and it is that I am afraid of and not those that are purely and simply railroad men.

Commissioner GARRETSON. But on the question of this responsibility, if one man had the absolute control of all of the men who served the Illinois Central, the thing you fear, would he owe less to this same clientele?

Mr. MARKHAM. He might not owe less, but he would give less.

Commissioner GARRETSON. Why?

Mr. MARKHAM. I do not know; there comes your theory again; it depends on the man.

Commissioner GARRETSON. Then, in fact, your attitude is really based on your distrust of men instead of your distrust of the man because he is an official of a local union?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. And consequently you distrust the other agents of a corporation in the same degree if the interests differ in the same degree?

Mr. MARKHAM. I go largely on my experience in the past with such organizations as the old Knights of Labor and the American Railway Union; wherever they have attempted to control the interests, I mean the result has been bad in the past, and I am afraid it will be in the future.

Commissioner GARRETSON. Let me ask you one question: Have you read Tridon's (?) New Unionism?

Mr. MARKHAM. No.

Commissioner GARRETSON. Is it not a fact that every laboring man, if he would hear the document which you presented here this morning, in which you say they have a right to act in common with the company, would cease to be a class organization man and would immediately become a member of an industrial organization comprising every class that is on the pay roll of the railroad, for instance?

Mr. MARKHAM. I should hope so; I would not want to state it as a fact.

Commissioner GARRETSON. Is it not a classic that Debs could not have produced?

Mr. MARKHAM. What do you mean by that?

Commissioner GARRETSON. An appeal to every man who labors to make common cause with every other man who labors for the same employer?

Mr. MARKHAM. It is bound to add to the dangers, that sort of organization.

Commissioner GARRETSON. That is the danger to the corporation?

Mr. MARKHAM. No; it is the danger to the interests of this country as well as to the well-being of the companies, not only the corporation but the stockholders of the corporation and the people who depend on the corporation for transportation facilities.

Commissioner GARRETSON. Who is the country?

Mr. MARKHAM. The people.

Commissioner GARRETSON. How many of those people are laboring men?

Mr. MARKHAM. A very large number, but they do not all belong to labor unions, though.

Commissioner GARRETSON. I am not talking about unions, but laboring men. In regard to the consistency of the railway company's position, you used this phrase, that your attitude was that having agreements with several—

Mr. MARKHAM (interrupting). Nine in the federation, and we had agreements with seven.

Commissioner GARRETSON (continuing). Having agreements with seven of those organizations you could not deal during the life of those agreements; is

It not a fact that in every agreement you have you always deal for its revision during its life, and that the 30-day notice is not a notice to terminate, but for revision?

Mr. MARKHAM. We were objecting to dealing with men who had nothing to do with the agreements we were working under. We said we were willing to meet with the men who made the agreement and discuss the question with them, but did object to meeting the ones that had nothing to do with it.

Commissioner GARRETSON. I am not dealing with the facts that occurred, but with your statement; your statement was that you could not deal with them during the life of the agreement. The fact is, you deal with every organization you have an agreement with, during its life?

Mr. MARKHAM. I admit that, but with the qualification that we are dealing always with the men who make the agreements and not folks on the outside that have nothing to do with it.

Commissioner GARRETSON. There are cases where you have done the opposite?

Mr. MARKHAM. I deny that.

Commissioner GARRETSON. Are you sure?

Mr. MARKHAM. Yes, sir; so far as my information goes.

Commissioner GARRETSON. So far as your information goes?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. Is it not a fact that when your agreements were separate with the Order of Railway Clerks and the Brotherhood of Railway Trainmen that they desired to make a joint agreement, and that a joint agreement was arranged and became effective at the date of the termination of the old ones?

Mr. MARKHAM. I do not say it is not a fact, but I do not know.

Commissioner GARRETSON. That course was pursued by the company in that case?

Mr. MARKHAM. I do not know.

Commissioner GARRETSON. You are not prepared to say you did not?

Mr. MARKHAM. No; I say that I do not know.

Commissioner GARRETSON. Again, is it not a fact that your company formerly had a joint agreement with the Brotherhood of Locomotive Engineers and with the Brotherhood of Locomotive Firemen?

Mr. MARKHAM. Maybe we did; I do not know.

Commissioner GARRETSON. And on notice of a desire from those two organizations to terminate the joint agreement that you negotiated with the two separate organizations?

Mr. MARKHAM. Well, the joint agreement was never changed from. I have tried to explain that we put them in a general class when we came to discuss these matters. I am not saying that we would not be willing to-morrow to meet a joint committee, but what we were asked to do in this other matter was entirely different from what we were asked to do with regard to the engineers and firemen or the other trainmen.

Commissioner GARRETSON. The only phase of it I was interested in was the attitude your company occupied.

Mr. MARKHAM. I do not see that there is anything inconsistent in the two attitudes.

Commissioner GARRETSON. Now, in regard to understandings between the Illinois Central and the other portions of the Harriman lines, you testified that there had been no—I don't want to go too far—did you testify there had been any correspondence on the subject with the officials of other Harriman properties?

Mr. MARKHAM. I was asked if there was correspondence with Mr. Kruttschnitt on the subject, and I said I did not know. Since going back to the office this noon I have looked it up and found that there was no correspondence. The files do not show any communications with Mr. Kruttschnitt before the strike or afterwards affecting questions of policy governing the strike.

Commissioner GARRETSON. Was there any with the general managers or presidents of independent properties, the U. P. or S. P., either East or West?

Mr. MARKHAM. Before the strike?

Commissioner GARRETSON. Yes.

Mr. MARKHAM. There was probably some correspondence—not that I had but that took place between other officials of the company, with reference to what was happening in different sections of the country.

Commissioner GARRETSON. All three of the higher officials of the Illinois Central, the president, vice president, and general manager, came from Harriman lines, did they not?

Mr. MARKHAM. I would not—

Commissioner GARRETSON (Interrupting). Yourself from the Southern Pacific, Mr. Parks from the Union Pacific, and Mr. Foley from the Union Pacific?

Mr. MARKHAM. I would not say that I came from the Southern Pacific; I was six years out of the business.

Commissioner GARRETSON. But you were made on the Southern Pacific?

Mr. MARKHAM. That is true.

Commissioner GARRETSON. Was there any understanding brought by those officials in regard to the attitude of the corporations from which they came as to the course to be pursued?

Mr. MARKHAM. I do not think so. I do not think the fact that these three men happened to be in the employ of the Union Pacific and Southern Pacific at any time had anything to do with the conduct of this strike.

Commissioner GARRETSON. It might explain this, might it not, that if the same attitude was pursued by the companies with which they had had their experience, that was followed by them here, it would show at least a coordination of thought?

Mr. MARKHAM. If there had been no attempt on the Southern Pacific to amalgamate the five shop crafts or metal crafts and the attempt was made on the Illinois Central, its attitude would have been the same.

Commissioner GARRETSON. Is it not a fact that on the Southern Pacific, that company went to the extent of submitting to the demands of the different organizations rather than meet them jointly?

Mr. MARKHAM. I have heard of that.

Commissioner GARRETSON. And that that was later than the date of the Illinois Central strike?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. And that the company abandoned that position?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. And did meet with them in settlement of the questions?

Mr. MARKHAM. Yes; but that did not have a thing in the world to do with the policy of the Illinois Central in dealing with the same questions.

Commissioner GARRETSON. It only shows a continuous line of thought.

Mr. MARKHAM. I am hardly willing to agree to that, that it showed a continuous line of thought.

Commissioner GARRETSON. You call it a detached line?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. You made some reference to the testimony given by E. E. Clark, a former executive of the Order of Railway Conductors and Mr. P. H. Morrissey, formerly an executive of the Brotherhood of Railway Trainmen, in regard to independent action by their organizations; are you aware of the fact that those two men—are you familiar with the articles of federation that exist between them?

Mr. MARKHAM. Only in a general way.

Commissioner GARRETSON. Are you aware of the fact that notwithstanding the testimony you read, Clark and Morrissey are the men who wrote those articles of federation and who championed them strongly?

Mr. MARKHAM. I would be inclined to argue they were right in 1894 and wrong now; but it would depend on the side of the question you took.

Commissioner GARRETSON. And you would grant the right of another to think that they were wrong in 1894 and right now?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. You know the school into which Morrissey has graduated since that time, the pursuit he follows at the present time?

Mr. MARKHAM. I think he is a railroad official to-day.

Commissioner GARRETSON. Yes; dealing with the wage question on the other side of the table than the one he used to?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. In regard to the formation of committees here in Illinois, I think you made the statement, Mr. Markham, that for the purposes of this hearing you would admit that such committees were probably formed; I am not misquoting you in that?

Mr. MARKHAM. What committees do you refer to?

Commissioner GARRETSON. This committee that waited on Gov. Deneen.

Mr. MARKHAM. Oh, yes.

Commissioner GARRETSON. You disclaimed definite knowledge, but I think you used the expression "for the purposes of the hearing," you would admit that such was done?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. If it is legitimate—and you stated that it was a perfectly legitimate purpose in your opinion?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. If it is a legitimate purpose to combine all of the elements that serve a railway company and to utilize them and use them on behalf of the railway company in determining the rates that shall obtain in a State and to utilize them to influence the authorities of the State, is it less legitimate for those men to come together on their initiative and use the same influences for their own benefit, as between themselves and the company?

Mr. MARKHAM. It is altogether a question of the exercise of power wisely or unwisely.

Commissioner GARRETSON. Ethically one is as legitimate as the other?

Mr. MARKHAM. Yes; I do not know of any objection to it ethically.

Commissioner GARRETSON. Then it becomes a question of the interests involved?

Mr. MARKHAM. A question of fact.

Commissioner GARRETSON. Then there can be no inconsistency in the men doing this, if they are able to do it?

Mr. MARKHAM. Not the slightest in the world.

Commissioner GARRETSON. You made the statement that you could not afford—I am not quoting exactly, but the purpose—you made the statement that the company could not afford to deal with this federated committee, because the act of conferring with them would in itself be a recognition of the right of the men to form such federation?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. Can there be any question of their right to do it?

Mr. MARKHAM. You know better than anybody else—what I mean is as to the practical side of the question; when you once let a body of men like that get inside of the door and begin discussing the question with them, then the difficulty in getting rid of the question is harder than if you maintained your position from the start.

Commissioner GARRETSON. Then you do not mean to question the right of the men to form such federation, if they are able to do it?

Mr. MARKHAM. Oh, no; we simply deny the fact they were able to do it on the Illinois Central Railroad.

Commissioner GARRETSON. Practically speaking, I guess you demonstrated that.

Mr. MARKHAM. I guess so.

Commissioner GARRETSON. Is it not a fact that exactly such combinations exist among the different railways at the present time?

Mr. MARKHAM. Not that I know of.

Commissioner GARRETSON. And for exactly the same purpose—the exercise of power?

Mr. MARKHAM. Not that I know of.

Commissioner GARRETSON. What about a certain committee that exists?

Mr. MARKHAM. What committee do you refer to?

Commissioner GARRETSON. I will refer, first, to the committee on legislation that represents 97 per cent of the railways of this continent. Is there not such a one in existence?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. That deals with the legislation as applied to transportation?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. Is it formed for the purpose of gaining legislation that is undesirable?

Mr. MARKHAM. No, sir; it is formed for the purpose of preventing legislation not desired.

Commissioner GARRETSON. But gaining that which is desirable?

Mr. MARKHAM. Gaining that which is constructive and desirable.

Commissioner GARRETSON. And the federation then would work to gain that which would be desirable to them?

Mr. MARKHAM. They are doing that all the time, and there is no question of the right of the men to do that; it is being done all over the United States and the world.

Commissioner GARRETSON. And they have taken their cards out of the employees' books for doing that?

Mr. MARKHAM. I am not so sure about that. The employees may have gotten some cards and instructions from them.

Commissioner GARRETSON. We have all been in the school of experience for some time.

Mr. MARKHAM. Yes.

Commissioner GARRETSON. Take it in dealing with wages; is not the same plan followed territorially? There are three associations in existence that deal for all of the large railway institutions, with possibly one or two exceptions?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. The Western and the Eastern and the South-eastern?

Mr. MARKHAM. Yes. The collective system of dealing has been forced on them by the organizations, as I understand it.

Commissioner GARRETSON. What method is used?

Mr. MARKHAM. Militant insistence.

Commissioner GARRETSON. That only made it easier for men to deal in a bunch than one man alone?

Mr. MARKHAM. I am not arguing about the reasons, but the facts. The organizations have insisted on the collective system of bargaining and insisted on the railroads coming and dealing with them at one time and dividing up the territory as you have indicated.

Commissioner GARRETSON. Do you know what that grew out of?

Mr. MARKHAM. I do not know the real reason; I would be glad to have you tell me.

Commissioner GARRETSON. In dealing with the wage question is it not true that the organizations were confronted for 10 years with the situation described by a general manager who admitted that they should have more money, but that he could not afford to spring the raise on his competitors. When they admitted that for a series of years then they concluded to be put against their competitors' conditions.

Mr. MARKHAM. I have no criticism to offer of it.

Commissioner GARRETSON. But the fact remains that the very thing you fear; that is, the underlying reason—not the excuse for your attitude—that it is done by the employers right along in various directions, but you fear it when it is done by the men?

Mr. MARKHAM. It is only done by the companies in dealing with organizations stronger than them.

Commissioner GARRETSON. How about the legislative idea?

Mr. MARKHAM. It is a matter of community of interest, if you are speaking now of the legislative program between the men and the railroad companies.

Commissioner GARRETSON. Is there not the same community of interests in every employee of the Illinois Central Railway Co. when it comes to dealing with the question of whether he believes he receives an equitable wage and is permitted to work under equitable conditions?

Mr. MARKHAM. I think so.

Commissioner GARRETSON. You made the statement a moment ago that you thought because your cause was so just there would be no strike. If you admit, as you have now, the right of the men to do this thing, was your cause so just when you contended against them?

Mr. MARKHAM. What do you mean by admitting the right? I said if they wanted to come together and do the thing on the outside they had the right to come to us, but we had the right to deny that request. You are dealing again with a question of theory in asking me if I thought the men had the right to enter into that combination. I am not denying that, but I am not admitting they are right when they do it.

Commissioner GARRETSON. Is it not confusing the use of right and power? You admit they have the right, but question their power?

Mr. MARKHAM. I admit they have the right, but do not admit that they are right when they come to us and went to the point of calling a strike on this railroad for the purpose of enforcing that right.

Commissioner GARRETSON. The right to combine, then, as you look at it, is like this: You will assert that in carrying out the business of these various

combinations with which your company is connected, that they have the right to do these things as far as they have the power to do them?

Mr. MARKHAM. And as far as they may be legally permitted to do so, but only so far as they can do it without injury to anyone else; there are lots of "buts" in it.

Commissioner GARRETSON. It is not a question of injuring some one else always?

Mr. MARKHAM. No, sir; but when it becomes a question of morals or abstract right or wrong I think it comes in it.

Commissioner GARRETSON. The legal limitations probably exist for all concerned in the same degree?

Mr. MARKHAM. I doubt that; I do not think so.

Commissioner GARRETSON. You read a decision by a certain judge prefaced by the statement that a very large element criticized the courts. In that statement by the judge, if I heard it correctly, he made the statement that he did not know what the strike was for and he doubted if anyone else did. Am I quoting correctly?

Mr. MARKHAM. I think that is substantially what he said.

Commissioner GARRETSON. He then proceeded to read the men a lecture on listening to outsiders and reviewed the whole case from his standpoint, although he asserted that he did not know anything about it, and then proceeded to advise them what to do. Was not any man who was an international officer of the organization or any man who was a chief officer of a corporation an outsider?

Mr. MARKHAM. I hold no brief for the judge, and I was merely reading into the record his statement that had reference to a matter we were called upon to give an opinion on. As I say, I hold no brief for the judge, and I would much prefer not to enter into a discussion of it.

Commissioner GARRETSON. I am speaking of the way the law is followed. You referred to what was the legal limitation on the company, but not on the men. How many men would read with an unbiased mind that dissertation by the judge and not have a tendency to criticize the courts?

Mr. MARKHAM. I do not know; I could not answer that question.

Commissioner GARRETSON. I would like to have figures on the subject, but I suppose you can not refer me to any?

Mr. MARKHAM. No.

Commissioner GARRETSON. That is all.

Chairman WALSH. Commissioner Aishton would like to ask a question.

Commissioner AISHTON. Just a question, Mr. Markham. I understood in your written statement that there were nine organizations in this federation of crafts, nine different crafts, and that with seven of those crafts you had what were known as agreements or schedules or contracts?

Mr. MARKHAM. Yes.

Commissioner AISHTON. How were those contracts made with those different crafts?

Mr. MARKHAM. They were made in the usual manner that obtains in making labor contracts; meetings were held between the officers of the company and the officers of the organization and the ordinary form of contract worked out and entered into. I have, for example, here, an agreement with the machinists, a contract that was made on October 8, 1909. There was present at that meeting Mr. Rhoderick, Mr. Malloy, Mr. Rodgers, and others. Mr. Rhoderick was chairman, and these other men, from Burnside, Clinton, Alton, McComb, Water Valley, Waterloo, and so on. All points on the road were represented.

Commissioner AISHTON. Representatives of the workmen who entered into that contract representing the entire crafts on your system?

Mr. MARKHAM. Yes; as I understand it, there was.

Commissioner AISHTON. And those delegates that attended that meeting or convention at which this agreement was entered into were elected by the men of the different crafts on the railroad?

Mr. MARKHAM. That is my understanding.

Commissioner AISHTON. To represent them at this meeting?

Mr. MARKHAM. Representatives of the men from the different shops at the different points on the line.

Commissioner O'CONNELL. Does that contract contain the signatures of the delegates for the men?

Mr. MARKHAM. Yes.

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Commissioner AISHTON. And that contract contains what you have stated the 30-day clause?

Mr. MARKHAM. Yes; the 30-day clause I read into the record a short time ago.

Commissioner AISHTON. You had similar contracts with the seven different crafts, seven of the nine crafts that made this other request on you?

Mr. MARKHAM. Similar contracts to those that were reached and arrived at in the same way.

Commissioner AISHTON. How do you estimate the value of such a contract, Mr. Markham? Is it covered by a bond or by any financial obligation if it is broken, or is it as a matter of good faith as between the two contracting parties?

Mr. MARKHAM. You eliminate the element of good faith and there is nothing left to it.

Commissioner AISHTON. Good faith in making that contract is the entire value of that contract to a transportation company?

Mr. MARKHAM. Absolutely.

Commissioner AISHTON. And is the only thing that insures a continuation of service for the 30 days?

Mr. MARKHAM. That is all.

Commissioner AISHTON. Mr. Markham, you said, I think, in your oral testimony, or read out of some document, that in the 12 months previous to the calling of this strike there was an advance in compensation given the men in the mechanical department of your road amounting to \$428,188?

Mr. MARKHAM. I read that; yes, sir.

Commissioner AISHTON. Was that advance in compensation made as a result of the negotiations between these committees representing the men and these organizations?

Mr. MARKHAM. Yes.

Commissioner AISHTON. And your company?

Mr. MARKHAM. And under contract similar to this. There was an advance made, I think, through that same period to the machinists' wages contract still in force to that effect.

Commissioner AISHTON. And the committee's request made by this federation of nine crafts was a different personality, that is, different persons than the people that executed these contracts with you?

Mr. MARKHAM. Entirely different; the officers were different.

Commissioner AISHTON. That is all, Mr. Chairman.

Chairman WALSH. Commissioner Ballard would like to ask you a question.

Commissioner BALLARD. Just one question. Your road has agreements, enters into agreements and contracts with the four orders known as the railroad orders; that is, the conductors and engineers and firemen and brakemen?

Mr. MARKHAM. Yes.

Commissioner BALLARD. And those men, as I understand it, do work for the railroads and for the railroads only?

Mr. MARKHAM. Yes.

Commissioner BALLARD. And any negotiations you make with those representatives of those orders are made purely from the railroad standpoint?

Mr. MARKHAM. Absolutely.

Commissioner BALLARD. Now, these other crafts that you spoke of, for instance, take the machinists, the machinists which work for your railroad might not have the power of controlling the machinists' organizations of the country, and therefore the machinists organizations of the country might force the railroad machinists to demands which would not be proper for a railroad, but might be prevailing in an industry; that is one reason that could be given?

Mr. MARKHAM. Yes. To make that a little plainer, what we object to is getting mixed up in quarrels with those outside of the railroad service because there was a strike in a machine shop somewhere else. For instance, I use the illustration of the Baldwin Locomotive Works. That is one thing. If there is a strike in the Baldwin Locomotive Works we do not want to be prevented from exercising the right or privilege of buying engines from the Baldwin Locomotive Works, and, after buying them, having the machinists in our employ say there is a strike in the Baldwin shops and they shall not work on these locomotives. It is through this larger organization, more powerful organization that I speak of, that it would come about under that System Federation being in a position to exercise that power.

Commissioner BALLARD. Then you feel these various unions should have so-called railroad unions separate from others so that the railroads would treat with those probably without serious difficulty?

Mr. MARKHAM. We do that. We have done that for years. We have no trouble in dealing with them.

Commissioner BALLARD. That is all.

Commissioner LENNON. Would you advise—excuse me—would you advise the railroad corporations of this country to disintegrate the large organizations that they have been brought into and resolve back into the small organizations that existed originally?

Mr. MARKHAM. No; it would not be an economical proposition to do it.

Commissioner LENNON. Why do you feel that the workmen ought to do that?

Mr. MARKHAM. Because, through organization of the railroad employees, the railroads of the country serve the people of the country, the commerce of the country, more economically and more efficiently.

Commissioner LENNON. Isn't it true that the labor organizations where they work together more efficiently serve the interests of labor and consequently the interests of the country?

Mr. MARKHAM. I am not sure of that; no. I am not sure that the interests are concurrent in a case of that kind. But what we are afraid of is the unwisdom exercise of power that it would give to such an organization.

Commissioner LENNON. I have heard several times some very commendatory statements regarding Brother Garretson's organization and some others; have you found that the dependability of the men of those organizations is greater than among the machinists, the blacksmiths, or boiler makers, or shop organizations?

Mr. MARKHAM. Well, we had in this strike of ours, we had these organizations go out in defiance of the orders of their grand officers. They went out before the strike was authorized or called, and they refused to go back when their grand officers tried to get them to go back. I have never known of a case of that kind on the other side, that they did not discipline their men, and discipline them severely for doing it. And I have known of some cases—I do not know of any of these men that have been disciplined for what they did to us.

Commissioner LENNON. Is it not true that there has been a policy of the railroad corporations toward the brotherhood or that at least permitted a more thorough organization among them than has been the case with the shop organization, more easily?

Mr. MARKHAM. We have never denied the right on the Illinois Central, so far as my knowledge goes, to anyone, to the shopmen to organize. We have never refused to treat with them in precisely the same manner we treat with the other organizations. I hold no brief for the other railroads of the country, and I can not speak for them.

Commissioner LENNON. Have you in your past experience, Mr. Markham, with the agreements with these other organizations, leaving out for the present the brotherhoods—have you found them more loyal to their agreements—

Mr. MARKHAM (interrupting). To each other, you mean?

Commissioner LENNON. Like the machinists, the boiler makers, or other organizations?

Mr. MARKHAM. No. That is what led to this strike.

Commissioner LENNON. No; prior to this strike, in the years gone by, prior to the strike.

Mr. MARKHAM. My experience goes back a good many years to the time when I was on the Southern Pacific, and there was a lot of trouble with these other organizations, with incipient strikes. If I recall, we had the men on a strike at a certain point because the pay car was 12 hours late. They are not as responsible organizations as the others, and yet, notwithstanding that, the railroads have dealt with them along the same lines.

Commissioner LENNON. Are they less responsible because of not being of as good character, or is it because of the fact that their environments are such that complete organization is more difficult?

Mr. MARKHAM. It is not a question of completeness of the organization. They have had that.

Commissioner LENNON. They have?

Mr. MARKHAM. Yes; quite as complete, according to my information, as any of the trainmen or enginemen's organizations.

Commissioner LENNON. That is all.

Chairman WALSH. Is there anything else you care to submit that has not been covered by the questions? If so, you may do it now.

Mr. MARKHAM. You asked me for certain information before I left.

Chairman WALSH. Yes.

Mr. MARKHAM. And I have prepared during the noon hour a little memoranda covering those points.

You asked about the agencies through which we obtained our men. We obtain practically all of our new force through the Pinkerton National Detective Agency, Waddell & Mahon Corporation, Thiel Detective Service—very few men from the last, the first three—Furlong Secret Service Co., Mooney & Boland Agency, National Secret Service, Model Labor Agency, Michael Labor Agency.

Commissioner GARRETSON. Those were agencies you secured your guards from?

Mr. MARKHAM. No; the agencies we secured our men from.

Commissioner GARRETSON. You mean your—

Mr. MARKHAM (interrupting). To work in the shop.

Commissioner GARRETSON. Workmen?

Mr. MARKHAM. Yes.

Commissioner GARRETSON. Those are all detective agencies.

Mr. MARKHAM. I know they are, but they are men who engage in gathering up men and that sort. They did not get all of them, but during the first of the trouble we received quite a number of men through those agencies.

You asked me about the reply to a letter addressed to Mr. Foley under date of June 20, 1911, from the office of the federation. I can not find there is any reply that was made to that letter.

You asked me to furnish a letter, dated July 12, from the federation organization. We have made careful search of our files and do not find any such letter was received from the federation.

Then you asked again for copies of letters in which the company insisted on being given 30 days' notice. The letter was addressed to Mr. Buckalew (?) on August 9 by our assistant general manager, Mr. Foley, and referring to a circular which is attached, the circular which I read here to-day.

You asked me then to search my files for copies of correspondence with Mr. Kruttschnitt. I do not find anything either before or after the strike dealing with the policy of preventing the strike on our respective lines.

Commissioner O'CONNELL. Does that document indicate the agencies which you mentioned, and also give the number of men each of those furnished?

Mr. MARKHAM. No; I can't give you that. I don't know.

Commissioner O'CONNELL. Does the Pinkerton Agency furnish men who are to work as mechanics in the shop?

Mr. MARKHAM. Yes. They open offices at various places and put notices in the newspapers calling for men, for machinists and boiler makers, or whatever class of men they want, and we had our representatives at the different points examine the men and see that they were obtained and then they were forwarded in batches of 10 or more to points where they were needed.

Commissioner O'CONNELL. I think in your document you read into the record you said there was something like 9,000 employees that went on strike?

Mr. MARKHAM. Yes.

Commissioner O'CONNELL. Can you give us any idea as to the number of workmen you employ during the time of the strike?

Mr. MARKHAM. Oh, no. They were coming and going all the time. We find, of course, great difficulty in getting the right men, the right kind of men, getting men that would stay. At some of the places conditions were not very encouraging. There was a good deal of violence or threatened violence, and it was very difficult to keep men.

Commissioner O'CONNELL. Could you furnish us with a statement, to come later, showing the number of workmen in the machinists, take that, for instance, that had been employed during the time of the strike?

Mr. MARKHAM. That we employed after the strike was called?

Commissioner O'CONNELL. After the strike occurred to take the place of the strikers and to keep up your force since that time.

Mr. MARKHAM. Well, you have some idea, Mr. O'Connell, of the way the force changes. I suppose that in the shop very few railroads have at the end of the year more than 70 or 75 per cent of the men in their employ that they had at the first of the year. This class of employment changes right along. It would be quite a task to show all the men that came into the employ and left during

that time. It may be of information to say that we have to-day within a matter of two or three hundred of the same number of employees we had four years ago when the strike was called.

Commissioner O'CONNELL. Suppose during the year 1914 you had employed in your shops, you had given employment say to 25,000 workmen, had that many different names on your roll?

Mr. MARKHAM. It might have been, probably would have been.

Commissioner O'CONNELL. Or 50,000?

Mr. MARKHAM. No; I would not go as high as that, but even 25,000 would be the wildest kind of a guess, because I have no idea whether that is correct or not.

Commissioner O'CONNELL. We have had some information heretofore on the permanency of employment, the isolation of employment; what is the number of men that keep coming and going to keep the positions filled?

Mr. MARKHAM. We had more or less difficulty, Mr. O'Connell, in getting competent men, and you see in losing the services on a railroad as old as the Illinois Central of all of its mechanical force, or practically all at one time, very few of them returning to the service, it would take a good long time to pick up competent men, and the process of weeding out was a long one, a slow one. But we have to-day, I am happy to say, that we have a good lot of men, and we are turning out good work, and we are employing as many men in the shops to-day as we were when the strike was called four years ago.

Commissioner O'CONNELL. Is your production as great now with the same number of men as it was prior?

Mr. MARKHAM. I think so; yes, sir. I think our efficiency is quite as good to-day as it was then.

Commissioner O'CONNELL. At any greater cost or any lesser cost?

Mr. MARKHAM. I sometimes think a little less cost, things are a little bit different, have a little better control of the situation.

Commissioner O'CONNELL. Have created a better efficiency, you think?

Mr. MARKHAM. I think so. Our men tell me so.

Commissioner O'CONNELL. Is there still much employment of men going on and quitting of men?

Mr. MARKHAM. No; we have a very good class of men, men that have been with us a good long time now. Of course, changes in the force occur now and then as before the strike occurred.

Commissioner O'CONNELL. The strike has been going on now for how long?

Mr. MARKHAM. Nearly four years.

Commissioner O'CONNELL. Four years?

Mr. MARKHAM. It will be four years on September 30.

Commissioner O'CONNELL. You could not, offhand, estimate the number of people that have been employed in the shops in that time?

Mr. MARKHAM. No; I could not.

Commissioner O'CONNELL. Would it be a very laborious task to get from the records an estimate of the number of employees?

Mr. MARKHAM. Well, no; we can go over the shop pay rolls. It would be quite a task; it would take some time to do it, but it is just a matter of clerical labor. If the information is desired by the commission we will be glad to furnish it.

Commissioner O'CONNELL. Yes. Well, you will let us have that?

(See Markham Exhibit No. 1.)

Chairman WALSH. All of these matters called for, I will say, that require preparation that you could not bring now, if you will please prepare them, you will be called upon later by the secretary, because they keep a memorandum of what we request.

Mr. MARKHAM. Yes; I understand that.

Chairman WALSH. Now, I would like to ask do you have a permanent contract with the Pinkerton Co. for gathering these employees?

Mr. MARKHAM. Probably a letter exchange.

Chairman WALSH. And also with the Waddell & Mahon Corporation?

Mr. MARKHAM. Yes; I have no reason to understand they were handled in any different way. I presume they were all handled the same way.

Chairman WALSH. Now, I understand Mr. Park, on account of his engagements, can not appear before this commission.

Mr. MARKHAM. Yes; Mr. Park is on this arbitration here.

Chairman WALSH. Now, who could appear here most conveniently to your company with those contracts or with the correspondence that constituted the contracts?

Mr. MARKHAM. Why, we would be glad to file copies of the letters or contracts with you, sir.

Chairman WALSH. The reason I asked particularly if some one could bring them, some one in authority of whom we might ask some questions concerning them—

Mr. MARKHAM. Yes.

Chairman WALSH. I might say that the commission is making a special investigation of that subject, or has been, through experts—

Mr. MARKHAM (interrupting). Yes.

Chairman WALSH (continuing). And we would like to make whatever additional investigation of that we can.

Mr. MARKHAM. I shall be glad to—

Chairman WALSH (interrupting). Could Mr. Foley come?

Mr. MARKHAM. Yes; Mr. Foley could do it, if the commission desires him to appear.

Chairman WALSH. Yes; and bring those contracts with him.

Mr. MARKHAM. Yes.

Chairman WALSH. Now, in the absence of Mr. Park, I have been handed some questions to ask you.

Was there complaint made on the part of the shop employees against the introduction of the so-called scientific management scheme, including piecework, the bonus system, and so forth?

Mr. MARKHAM. Why, we never had any such plan on the Illinois Central Railroad; never had any such scheme.

Chairman WALSH. There was no such thing?

Mr. MARKHAM. No, sir.

Chairman WALSH. Was there a complaint on the part of the employees—a general complaint—as to the organization and management of the hospital association?

Mr. MARKHAM. There was some complaint on the part of the shopmen; yes.

Chairman WALSH. I will go through these questions just as they have been submitted to me; they being submitted by the other side—

Mr. MARKHAM. Yes. Let me say, however, as regards the hospital association that the shopmen's organization was the only one on the railroad that took organization official notice of the organization of the hospital department or objected to it in any way.

Chairman WALSH. The first question is, What suggested the organization of the hospital association on the Illinois Central Railroad?

Mr. MARKHAM. A desire to serve the employees of the railroad.

Chairman WALSH. What suggested the organization of the hospital organization on the Harriman lines?

Mr. MARKHAM. The Harriman lines had the hospital association when I began to work for them in 1881. That is about 34 years ago, and my mind does not go back—

Chairman WALSH (interrupting). Was the plan of the organization of the hospital organization taken up—on the present line of management, I think that means—by conference of the different railroads and made a matter of general railroad policy?

Mr. MARKHAM. No.

Chairman WALSH. When was the hospital association organized, and what methods were used, if any, to induce the men to join?

Mr. MARKHAM. It was organized in July, 1911. Certain men were—I think circulars were sent to the men outlining the basis of the organization, and they were—addresses were made to them at certain points—certain gatherings, and opportunities given them to listen to reasons in support of the organization.

Chairman WALSH. Is it not a fact that the application blanks for employment require the applicant to agree to pay a certain monthly rate to the association as a condition precedent to getting a position?

Mr. MARKHAM. Yes; 50 cents a month is the charge, by the way.

Chairman WALSH. Is the amount of the payment uniform, or determined by the hazard of the occupation, or salary of the employee?

Mr. MARKHAM. It is uniform.

Chairman WALSH. And the scale is just—what is the monthly charge—50 cents to all?

Mr. MARKHAM. Fifty cents to all.

Chairman WALSH. To all crafts?

Mr. MARKHAM. Yes.

Chairman WALSH. How much money does your company collect monthly from the men for the hospital association?

Mr. MARKHAM. About \$25,000—\$25,000, or \$26,000, or \$27,000, depending on the number of men in the employ of the company.

Chairman WALSH. How is the money collected?

Mr. MARKHAM. Deducted from the pay roll, 50 cents from each person.

Chairman WALSH. How is the association managed?

Mr. MARKHAM. Managed by the chief surgeon under an organization made up of the managing officers of the railroad.

Chairman WALSH. Are the employees permitted to have a voice in the management of the association and the disposition of its funds?

Mr. MARKHAM. The employees have no—do not participate in the management of the organization.

Chairman WALSH. Have not the employees repeatedly requested that the fund be managed by a board of directors, and that employees be given representation on the board of directors?

Mr. MARKHAM. They have not. It has been our purpose to so handle the affairs of the organization that there would be no reason for their wanting to make a change, and I think up to the present time we have been very happy in succeeding in that regard.

Chairman WALSH. Has there ever been any accounting given to the employees of the hospital association fund?

Mr. MARKHAM. The account is open to their representatives at any time they want to know about it. The funds of the hospital department are kept in a separate bank, and the facilities for taking care of the employees are added to just as fast as the accretion of the funds of the association will permit. We have in South Chicago, at Fifty-seventh Street, a hospital now in course of construction, costing three or four hundred thousand dollars.

Chairman WALSH. What is the fact in regard to providing facilities and services for passengers injured who have not contributed to the fund?

Mr. MARKHAM. If it is for the railroad, the railroad pays for the services. The railroad contributes to the fund the proportion used either for passengers or trespassers or any employee for whom it is responsible.

Chairman WALSH. Have the employees any voice in the selection of the physicians and surgeons employed and paid out of the fund?

Mr. MARKHAM. No.

Chairman WALSH. Is it a fact that physicians and surgeons employed and paid out of the fund are selected by the officials of the company and owe their loyalty to them and, as a consequence, are a witness for the company and against the men who pay them and who are injured employees making claims for damages for personal injuries, which are alleged to be the result of the negligence of the company?

Mr. MARKHAM. The purpose of that question is to discredit the organization. I understand those are submitted—

Chairman WALSH (interrupting). Yes; these are submitted questions.

Mr. MARKHAM. For the purpose of discrediting the organization.

Chairman WALSH. Regardless of the motive for asking the question, as to the practice, what is the fact—

Mr. MARKHAM (interrupting). It is not true.

Chairman WALSH. As to real estate purchased out of the contributions of the employees, in whose name is the title placed?

Mr. MARKHAM. Will you ask that question again, please, Mr. Chairman?

Chairman WALSH. In the purchase of real estate, how is the title taken—the purchase of real estate out of this fund?

Mr. MARKHAM. Real estate purchased in Chicago was taken in the name of Mr. Park and myself, as trustees for the employees for the hospital department.

Commissioner O'CONNELL. Just to keep the record straight, Mr. Markham, you say this hospital that is being built will cost three or four hundred thousand dollars?

Mr. MARKHAM. Yes, sir.

Commissioner O'CONNELL. Where does that money come from?

Mr. MARKHAM. From this fund belonging to the employees.

Commissioner O'CONNELL. Out of the funds of the employees?

Mr. MARKHAM. Oh, yes; and the company contributes its share in the fund.
 Chairman WALSH. Is it a fact that in Paducah, Ky., the property of the hospital association was by the Illinois Central officials in charge turned over to that company?

Mr. MARKHAM. No; it was turned over to the hospital department. The Illinois Central owns the land on which the building is located. Just the building and its appurtenances were turned over to the Illinois Central Hospital Association by the employees of that section of the line who were the formers of the old organization and under conditions that were entirely friendly, and all of that, and at less cost than under the old organization.

Commissioner GARRETTSON. Was that the old Chesapeake & Ohio Southwestern system?

Mr. MARKHAM. Yes, sir.

Chairman WALSH. How was the title to that property held before it was transferred?

Mr. MARKHAM. Well, the real estate is owned by the railroad.

Chairman WALSH. It was—the title was in the Illinois Central Railroad?

Mr. MARKHAM. Well, or the old Chesapeake & Ohio; I don't know just how the title was; but the railroad owns it at least.

Chairman WALSH. And the title is in whom now?

Mr. MARKHAM. The title of the land still stays where it was; it has not been changed.

Chairman WALSH. And what was the value of the improvements upon the land?

Mr. MARKHAM. Now, one moment there—the title now, as I recall, remains in the railroad company, and the hospital department, I think, pays 4 per cent on the agreed value for its use.

Chairman WALSH. What was the value of the improvement?

Mr. MARKHAM. I don't remember.

Chairman WALSH. Approximately?

Mr. MARKHAM. I haven't the slightest idea; I can not tell you.

Chairman WALSH. Is it not a fact that physical examinations by the doctors appointed by the company and paid for out of the contributions by the employees would afford a means of getting rid of employees who were active in labor unions?

Mr. MARKHAM. I don't think so.

Chairman WALSH. Is it not a fact that the physicians and surgeons are called to testify in behalf of the company in personal injury cases and are paid by the company out of the hospital fund?

Mr. MARKHAM. I don't think so.

Chairman WALSH. Are the reports made by the examination of physicians and surgeons employed in the hospital association accessible to other employers?

Mr. MARKHAM. How is that, again?

Chairman WALSH. I would take that to mean, are the reports as to the physical condition of persons who have been in the hospital open to other employers? For instance, you have a physical record of an individual in your hospital. If you were called upon by another employer for that, would you furnish it to him or give him access to it?

Mr. MARKHAM. I think that would involve a question of medical ethics. I would not think anything of that kind would be done.

Chairman WALSH. So far as you know, is there any practice concerning that?

Mr. MARKHAM. I know of none, and do not believe any such exists.

Chairman WALSH. What method is used by the company to determine the competency of physicians and surgeons selected for the hospital association?

Mr. MARKHAM. Our chief surgeon would have to answer for that, sir; I could not tell you.

Chairman WALSH. You don't know as to that?

Mr. MARKHAM. No, sir.

Chairman WALSH. Is it not a fact that the physicians and surgeons used by the railway company are paid a small sum of money yearly to make them employees, and that their real compensation is free transportation?

Mr. MARKHAM. I would not say that. There is a good deal of prestige connected with being on the roll of a railway company as its surgeon and physician. The transportation may be regarded as of some value, but I think the question of prestige is more important than anything.

Chairman WALSH. Is this free transportation so paid charged against the hospital fund?

Mr. MARKHAM. It is not.

Chairman WALSH. Is it not a fact that the company has a fixed schedule for operative work done by surgeons, and do you believe this might not be an inducement to impose unnecessary operations upon patients by a surgeon who is not conscientious?

Mr. MARKHAM. That is a matter of medical detail with which I am not familiar. I could not answer.

Chairman WALSH. Is it not a fact that in the hospital service young and inexperienced medical men are employed, who secure their experience in the profession at the expense of sick and injured employees?

Mr. MARKHAM. Just a moment, Mr. Chairman. I had a memorandum here that might be of interest on that. There is on our hospital staff here in Chicago, Dr. John B. Murphy, professor of surgery and head of the surgical department of Northwestern University Medical School, and chief of surgical staff of Mercy Hospital, Chicago; Dr. Arthur R. Edwards, dean of the faculty and professor of medicine of Northwestern University Medical School; Dr. C. L. Mix, secretary to the faculty and professor of nervous diseases of the Northwestern University Medical School; Dr. L. W. Bremerman, professor of urinary diseases of the medical department of the University of Iowa; Dr. R. G. Harris, consulting dermatologist, Cook County Hospital; Dr. R. J. Tivnen, associate professor of optomology, Northwestern University Medical School, and head of the eye department of Mercy Hospital, Chicago.

I don't think anyone would call those gentlemen young or inexperienced men, and yet the man who pays his 50 cents a month has, if it is necessary—or is in a position to get the advantage of an operation performed, for instance, by Dr. John B. Murphy.

Commissioner O'CONNELL. Will you file with us that history of the strike that you have in book form;

Mr. MARKHAM. Yes; here it is.

(The pamphlet referred to, entitled "The facts about the shopmen's strike," was submitted in printed form.)

Chairman WALSH. That is all. Thank you, Mr. Markham. You will be permanently excused.

Mr. MARKHAM. Thank you, gentlemen.

Chairman WALSH. Mr. Wharton.

TESTIMONY OF MR. A. O. WHARTON.

Chairman WALSH. Please state your name.

Mr. WHARTON. A. O. Wharton.

Chairman WALSH. What is your business, Mr. Wharton?

Mr. WHARTON. At the present time I am president of the railway employees' department of the American Federation of Labor.

Chairman WALSH. What is your place of residence?

Mr. WHARTON. St. Louis, Mo.

Chairman WALSH. I take it you were engaged, before you were in that work, in some craft?

Mr. WHARTON. Yes, sir.

Chairman WALSH. What is your trade?

Mr. WHARTON. Machinist.

Chairman WALSH. How long did you work at your business?

Mr. WHARTON. I entered the service of the Santa Fe Railroad as apprentice in 1887.

Chairman WALSH. Just sketch briefly and concisely, please, your own activities down to the present time, both in private employment and in railroad employment and as a member of a labor organization.

Mr. WHARTON. Well, in addition to making that statement, I would like to state that I have prepared some information which I would like to read later.

Chairman WALSH. Yes.

Mr. WHARTON. I served an apprenticeship of four years as apprentice to the machinist's trade, and then was engaged or employed as a journeyman machinist on various railroads throughout the country up until about 1901, when I became an officer of the International Association of Machinists, and since that time, and up until 1912, I was in the employ of the International Associa-

tion of Machinists, principally engaged organizing locals of that organization and negotiating agreements between railway companies and employees on the various systems of this country.

Chairman WALSH. Will you please repeat the name of your organization?

Mr. WHARTON. This organization I now represent?

Chairman WALSH. Yes.

Mr. WHARTON. Railway employees' department of the American Federation of Labor.

Chairman WALSH. I wish you would describe what that is, its connection with any local body, as well as its connection with the American Federation of Labor. Have you a statement which covers a large number of these matters?

Mr. WHARTON. I have.

Chairman WALSH. Would you prefer to submit that statement as Mr. Markham submitted a statement, first?

Mr. WHARTON. I would; and then to answer any questions you desire to ask afterwards.

Chairman WALSH. Very good. You may proceed, Mr. Wharton.

Mr. WHARTON (reading): "I have followed railroad work almost exclusively since entering the shops of the Atchison, Topeka & Santa Fe R. R., Topeka, Kans., in 1887 as an apprentice to the machinist's trade.

"Beginning with the Knights of Labor and referring to the organization of the machinists, boiler makers, blacksmiths, carmen, and other craft organizations that again came into existence as a result of the failure of the Knights of Labor, the organization of a system federation, composed of machinists, boiler makers, and blacksmiths on the Santa Fe and Union Pacific Railroads in 1892, the strikes on both these roads in May of 1893, their successful termination, the appearance and demise of the American Railway Union in 1893 and 1894, the rapid growth of the craft organizations thereafter, the appearance of the United Brotherhood of Railway Employees in 1900, its demise in 1903 or 1904; the organization of the railway employees department of the American Federation of Labor in 1908 and its reorganization in 1912, together with the fact that I have had some 15 years' experience in negotiating agreements between various railroads and the men employed by them in the mechanical departments, in my opinion, qualifies me to speak with some degree of authority with respect to the causes leading up to the organization of the System Federation plan of concerted action.

"The very nature of the railroad industry, the organization and system of supervision necessary to its successful operation, and the absolute helplessness of the individual are three of the principal reasons.

"The mileage of a railroad is divided up into divisions. At each division point a force of employees is maintained, the number and qualifications of the employees being governed by the nature of the service required. Each division has its corps of officials and is generally under the direct supervision of a division superintendent or a division master mechanic, or both, who are in turn subordinate to a district or general superintendent or master mechanic, and so on up to the general manager, vice president, president, chairman of the board of directors, and the board of directors jointly.

"In the locomotive and car shops there are numerous subordinate foremen, designated as straw, scratch, pit, on gang foremen, leadmen, machine foremen, roundhouse foremen, car foremen, general and division foremen, who have direct supervision over the men and work they perform.

"An order issued by a general manager or other general officer of the company is in turn communicated to each subordinate official until it is delivered to the man or men who actually execute it. A general order may thus be put into full effect and force over an entire system, and, according to its character, affect one division point or all division points or an individual employee, or all the employees.

"When the present craft organizations were inaugurated the men were subjected to all kinds of intimidation, coercion, and discrimination, the more active ones often being dismissed from the service. This opposition on the part of the railway officials was quite general. Because of these conditions strikes frequently occurred, first in one craft, then another, and in the beginning only one shop or division point would be involved. A strike of this kind generally resulted in the closing of the shop affected and the transferring of the work to the next division or shop, and these men consciously or unconsciously were used to defeat their fellow workers.

"To overcome this, and following the example set by the railroad officials, each craft inaugurated a system of district organization. Each district was

delegated the authority to organize and conduct the business of all the members of their respective crafts on the entire system, subordinate to their respective grand lodges. As a result of this change in policy, and despite the opposition of the railroad officials, the men were eventually successful in securing system agreements with many of the railroads.

"During this period it developed that the officials in negotiating agreements, and dealing with but one organization at a time, would play one organization against the other. Each organization in turn would be confronted with this fact, all of which worked to the disadvantage of the men as a whole, and this system was extended to a point where the officials would attempt to force the men on one road to accept conditions that prevailed on another, always with the object in view of compelling the men to accept as a standard the poorest conditions in that territory.

"Due to this fact and because of a general belief that the railroads had formed some kind of an association having for its object the dealing with questions affecting the employees, we attribute the rapid development of the American Railway Union, culminating in the abortive strike of 1894, which, together with the great industrial depression that prevailed during 1894, 1895, and 1896, so affected the organizations that they remained comparatively inactive for a period of several years. During this period of trade-union inactivity the railroads had taken advantage of the conditions and quite generally introduced what is termed the "personal record system." This rule required the applicants for positions to give a brief history of their lives, and as a condition of employment they were compelled to furnish reference satisfactory to the employer for a period of at least five years immediately preceding the date of filing the application. This resulted in establishing what we term an absolute and positive black list and placed the man who was out of a job at the mercy of the employer. In addition to this a number of the railroads introduced what is termed a "physical examination" test for shopmen. This rule is subject to the same abuses as a black list, as the company selects the examining physician and his decision is final, although the applicant, if accepted, is compelled to pay from one to two dollars as an examination fee. Many men have been rejected and were examined by other physicians and pronounced physically fit to enter the United States Army or Navy. Piecework and bonus systems and other so-called efficiency methods, together with the establishment of an age limit ranging from 35 to 45 years, after which age no man would be employed, were put into effect by a number of railroads and were attempted by a number of others.

"A peculiar thing in connection with practically all of the so-called efficiency methods is the acknowledged fact that the mainspring of the whole institution and the one thing absolutely essential to its success, 'the human being developed to the highest point of efficiency,' is not taken into consideration, neither is he protected or provided for in any respect. No human being capable of self-support should be cast upon the industrial scrap heap, and no system that predicates such a condition should be tolerated.

"Beginning with 1900 and up to the close of 1907 the various craft organizations began to renew their activity. They became involved in a strike on the Union Pacific Railroad against the introduction of piecework, all shop crafts participated, and after a strike lasting about one year a settlement was reached. Piecework was not established. Following this strike the machinists on the Santa Fe became involved in a strike, due to the refusal of this company to enter into an agreement. Later the boiler makers and then the blacksmiths also became involved. After a four years' struggle this strike was declared off.

"These strikes and the increasing cost of negotiating the respective craft agreements annually, this item alone running into the hundreds of thousands of dollars, and the fact that the railroads had federated and were playing one craft against the other, also using competing lines as a basis of settlement and the abrogation of the craft agreements early in 1908 by the Denver & Rio Grande Railroad, bringing on a strike of all trades. The notice of a reduction in wages served on all employees of the Southern Railroad and allied lines, which was prevented by the united action of both the shop and transportation organizations; the strike of all shop employees on the Canadian Pacific system about the same time, which was also settled in a manner satisfactory to the men; the attempt to introduce piecework on the New York, New Haven & Hartford in January, 1908, which was prevented by all shop crafts federating and protesting; the abrogation of all craft agreements on the Iowa Central in February, 1908; the successful termination of this strike and recognition of

the federation organized as a result of the company's action; and the abrogation of all craft agreements on the Wabash in 1907, resulting in the formation of a federation at a later date and the signing of a federated agreement, brought about agitation that led to the introduction of a resolution in the A. F. of L. convention, held in Denver, Colo., November, 1908, the purpose of which was to organize the railway employees' department. This resolution was adopted unanimously, and the department was chartered February 19, 1909. The strike on the Denver & Rio Grande terminated in March, 1909, the settlement being favorable to the men, a federation being organized in the meantime.

"In 1907 the craft organizations on the Missouri Pacific and St. Louis, Iron Mountain & Southern Railway became involved in strikes in the following order: Blacksmiths, boiler makers, and sheet-metal workers. In each of these cases the strike resulted because the company had played one organization against the other, a settlement having first been made with the machinists in February of 1907, none of the organizations following being given the same consideration.

"In 1908 this company made an effort to get the Brotherhood of Railway Car Men to accept piecework; the men refused. Later the company abrogated their agreement with this organization, and after a strike of some seven months succeeded in introducing the piecework system in the car department.

"No further trouble occurred until May 2, 1910, when this company declined to renew the agreement with the machinists and grant the same concessions that had been conceded to the machinists on some 17 other roads in the Southwest. This company attempted to force the Missouri Pacific machinists to accept a set of rules that had been accepted by the committee on the Missouri, Kansas & Texas Railroad. This the men declined, and a strike of the machinists, apprentices, and helpers took effect May 2, 1910. In the meantime the company signed agreements with the boiler makers, blacksmiths, and sheet-metal workers. By October 21 conditions had reached a point that resulted in these three crafts striking in support of the machinists. Numerous conferences had been held between the officials of the company and the general officers of these organizations, including the machinists, all to no avail, the company maintaining their original position; i. e., that the machinists on the Missouri Pacific must accept the agreement signed up by the machinists on the Missouri, Kansas & Texas Railroad, notwithstanding the fact that this would mean a distinct loss of conditions enjoyed by the Missouri Pacific men for many years. This strike terminated on December 21, 1910, the joint or federated committee being recognized and the machinists securing the same increase per hour as that granted the other crafts and the restoration of their former agreement, together with a number of additional concessions. The outcome of this strike gave added impetus to the federated movement.

"As an evidence of the growth and development of the American Railway Association, we refer you to the Official Railway Guide, quarterly supplement, published by the National Railway Publication Co., 75 Church Street, New York.

"I have here a copy, which contains in detail the organizations of every character. I think there is scarcely anything in the railroad industry, from politics to finance, that is overlooked in the various subdivisions and organizations established by the railways of the entire country.

(The document referred to by witness was submitted in printed form.)

"Our experience and knowledge of the subdivisions of this parent organization are such that we feel absolutely justified in stating that certain of these subdivisions have to do with and very materially influence the policies of the associated railways in their dealings with the organizations representing the railroad employees."

"Generally and specifically speaking, our experience has been that the railroads compel unreasonable terms and conditions of employment where the organizations of the men are weak, and that when dealing with other railroads the fact that such conditions do exist are advanced as an argument against acceding to the just and reasonable demands made. We have also found that when two or more committees on two or more railroads are negotiating agreements at the same time, the railroads keep in close touch with one another, and if there is the slightest concession made with respect to the original proposition by any of these committees it is immediately telegraphed to the other railroad officials and by them used to weaken the position of the respective committees.

"We also have experienced the studied and deliberate method of protracted conferences, the purpose of which is to make the cost of the negotiations so expensive that the men will be compelled to relinquish part of their reasonable demands.

"And in connection with this I desire to state that for a number of years there were at least a hundred railroads, or their representatives, negotiating agreements annually. On an average I would say there were possibly five shop crafts represented, which meant that there would be five committees meeting officials on these railways on an average of once a year, renewing their schedules, and that the average cost per committee possibly would be regulated to some extent by the size of the railroad; but in some instances we have known a single craft committee to have found it necessary to assess the members on that system sufficiently to raise \$5,000 for the purpose of paying one committee—the craft in securing an agreement on that one system. It is safe to presume that the various shop organizations in this country, in negotiating agreements annually were compelled to pay in the neighborhood of \$250,000, which sum was raised by some form of assessment levied on the men on these various systems, handled through their district organization.

"We also find that it is absolutely essential to maintain committeemen at all division points and a general chairman, under salary, as a means of compelling the average railroad company to carry out and put into effect and operation the rules and conditions of employment embodied in these agreements, the result of which is to materially increase the cost of maintaining the contract and securing the conditions agreed upon.

That represents an expense of, possibly, on one railroad, say, averaging between six and eight thousand miles, to each organization that is in a position to support a general chairman, in the neighborhood of \$2,500 a year. This added expense is simply to take up and adjust grievances arising from the possible misinterpretation of rules or by a studied or deliberate effort on the part of the officials to evade an agreement which has been entered into. In many instances it has been an absolute fact that after entering into an agreement every possible method was put into practice to break down and evade the rules that they had agreed upon.

"The burden of this expense is so great that the smaller craft organizations are unable to meet it, and as a result the agreements entered into are ignored to a very large extent and the members denied redress, the common practice on some roads being to single out and discharge the men elected to serve as committeemen. If they succeed in doing this, the men are at the mercy of the officials, and dare not become active or raise their voice in protest for fear of discharge.

"We have also found that the practice of the railroads in employing operatives from the so-called private detective agencies has contributed very largely to the labor troubles experienced by them.

"We recently had in our possession a letter signed by C. L. Patterson, manager of the St. Louis branch of the William J. Burns National Detective Agency (Inc.), dated March 8, 1913, addressed to the Universal Cutter Co., St. Louis, Mo. This letter was sent out for the purpose of soliciting patronage, and among other things stated 'we are also prepared to furnish skilled mechanics and craftsmen, trainmen, switchmen, telegraph and telephone linemen and operators, men and women for any occupation or business, who will keep you advised at all times relative to dishonest employees, labor agitation, carelessness, and disobedience of employees, and so forth. In the event of a strike among your employees we are prepared to furnish strike breakers and guards for your property. A few dollars intelligently expended for detective service may save you thousands.'

"It is presumed that anyone can readily understand this proposition, but there are some things in connection therewith which only those who represent and are engaged in the organizing work of a trade-union can fully explain. The private detective agencies, and there are many of them, consist principally of men who have been unable to earn a living in any other manner than that of preying upon their fellow men. Many of them, if asked to fill out one of the personal-record employment applications required by some of the railroads, would be compelled to give as a reference the rogues' gallery.

"We herewith submit the picture of E. A. Strang, secured from the rogues' gallery, St. Louis, Mo., as a striking illustration of the type. This man joined the machinists' union and acted as an inside or cover-up man for an agency

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during the Missouri Pacific strike of 1910. We herewith produce the copies of two letters from Assistant General Manager J. W. Small, of the Texas lines of the Harriman system, dated December 3 and 29, 1911, found in the possession of Strang. These letters are self-explanatory. Strang has a police record that stamps him as an all-around crook. We herewith submit the picture of E. A. Strang, secured from the rogues' gallery of St. Louis, Mo."

(The picture was here presented by the witness. It is not printed.)

[Form 2. Standard, 2-12-20 M.]

The Galveston, Harrisburg & San Antonio Railway Co.
Houston & Texas Central Railroad Co.
The Houston East & West Railway Co.
Houston & Shreveport Railroad Co.
Texas & New Orleans Railroad Co.
W. G. Van Vleck, vice president and general manager; G. Radetzki, J. W. Small, D. K. Colburn, I. A. Cottingham, assistant general managers.

HOUSTON, TEX., December 3, 1911.

Mr. E. A. STRANG,
305 Frisco Building, St. Louis, Mo.

DEAR SIR: Referring to your letter of November 22, in reply to mine of the 15th ultimo, I now have this matter up with our general manager, and may possibly want you to investigate the matter referred to.

In the meantime, however, it might be well for you to go ahead and obtain any data you can without expense to yourself, and you will likely hear from me before very long.

Yours, truly,

J. W. SMALL,
Assistant General Manager.

"The next one is dated December 29, 1911:

[Form 2029. Standard, 8-11-50000.]

The Galveston, Harrisburg & San Antonio Railway Co.
The Texas & New Orleans Railroad Co.

HOUSTON, TEX., December 29, 1911.

Mr. E. A. STRANG,
4191 West Belle Place, St. Louis, Mo.

DEAR SIR: I have your letter of 26th inst. If you will report at Houston at the earliest possible moment, I will be able to use you.

On arrival here get located at some hotel and call up, by telephone, "Hadley 564," and ask for Mr. Sands and you will receive instructions what to do, but do not call up the shops or offices.

Yours, truly,

J. W. SMALL.

[No. 11. The Manufacturers' Information Bureau Co. J. K. Turner, president, Cleveland, Ohio, U. S. A.]

CLEVELAND, OHIO, December 5, 1908.

THE RAILWAY EMPLOYEES' DEPARTMENT.

The inauguration of the railway employees' department of the American Federation of Labor at Denver last month is a significant movement which unquestionably signifies a renewal of labor agitation among the railway employees in the next six months.

The various orders interested in the new federation are: The Order of Railway Telegraphers, Brotherhood of Boiler Makers, Iron Ship Builders, International Freight Handlers, International Association of Machinists, International Association of Car Workers, International Brotherhood of Blacksmiths, Brotherhood Maintenance of Way Employees, International Association of Steam Fitters, Brotherhood of Railway Clerks, and the Switchmen's Union of North America.

For a number of years past the old-line brotherhoods not affiliated with the federation have been endeavoring to establish a federation of the five great brotherhoods. The first meeting was held in Toledo about three years ago, and the developments of that meeting indicated a live interest in the proposi-

tion, but no definite action was taken at that time. Since then these efforts have been continued, and the foremost movers in the work were Morrissey of the trainmen and Hanahan of the firemen. The A. F. of L. officials for the past two years have been endeavoring to enforce an affiliation to the federation on the part of the brotherhoods without success. The two conservative brotherhoods, namely, the engineers and conductors, being the stumbling block in the way of affiliation, and developments for the past two years indicate, on the part of Morrissey and Hanahan, an effort to dominate the movement, Morrissey endeavoring to merge the conductors with the trainmen and Hanahan the engineers with the firemen.

This has been a fortunate development, from the standpoint of common sense, and the developments for the last six months, which eliminated Hanahan from the movement for personal reasons, and the elimination of Morrissey, which will take place in January, clears the atmosphere in that direction and leaves the control of the brotherhoods in the hands of conservative leaders. These facts taken into consideration makes the action at Denver doubly significant. The two organizations of carmen, headed by Ronemus and Richardson, having been brought together at Denver, and their differences in a measure healed, would indicate that but one organization of car workers may be in the field in the next year. Flannery and Braggins, of the freight handlers and clerks, respectively, who have been at loggerheads for years, have buried the hatchet at Denver, and it behooves the railway management throughout the United States to watch this new organization and prevent their ever obtaining sufficient strength to hold the balance of power.

The most important work facing the railway management at the present time, in the estimation of the writer, should be directed to prevent the merging of the Brotherhood of Railway Carmen and the International Association of Car Workers, for in the division of power of these two organizations has resulted comparative peace, hence it would seem desirable to prevent, as far as possible, this merger. The significance of the legislation enacted at Denver is that it has been along the lines advocated by the Socialists and Industrial Workers of the World, whose attitude and claim for recognition has been industrial unions in place of trade autonomy.

In the formation of this railway employees' department at Denver upwards of half a million organized workers are pledged to the support of the rules and regulations yet to be adopted. Since the convention adjourned the sum of \$25,000 has been provided for by special assessment levied upon the various organizations for the purpose of providing funds to establish this movement on a sound economic basis.

That circular was issued by the agency which we will show you later was engaged in various other cities extracting dollars from the railroads for the purpose of simply destroying organizations.

Chairman WALSH. At this point, Mr. Wharton, we will suspend, and, gentlemen, we will stand adjourned until 10 o'clock to-morrow morning.

(Thereupon, at 4.30 p. m., Wednesday, April 7, 1915, an adjournment was taken until 10 o'clock Thursday morning, April 8, 1915.)

CHICAGO, ILL., Thursday, April 8, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Aishton, O'Connell, Ballard, and Garretson.

Chairman WALSH. Please be in order; we will proceed.

Mr. Wharton, we will proceed now.

TESTIMONY OF MR. A. O. WHARTON—Continued.

MR. WHARTON. Continuing where we left off yesterday, I have copies of letters here in further connection with the detective agencies.

Here is a letter, dated St. Louis, January 19, 1915, to Mr. P. J. Condon, 403 McGill Building, Washington, D. C., as follows [reading]:

"DEAR SIR AND BROTHER: Owing to the fact that we are having considerable difficulty at several points throughout our respective jurisdictions in regard to the employment of some of our members by the people who are backing the Mediator, and having been informed that you have gone into this matter quite thoroughly, securing information which can be used to good advantage in dis-

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abusing the minds of our members in connection with the purposes of this publication, I would be very glad to have you send me a copy of the data secured.

"Trusting that you will be able to favor me with the above at an early date, I am, with best wishes,

"Faternally, yours,

"A. O. WHARTON,

"President Railway Employees' Department."

In reply is the following letter [reading]:

WASHINGTON, D.C., January 22, 1915.

Mr. A. O. WHARTON, *St. Louis, Mo.*

DEAR SIR AND BROTHER: Your esteemed favor of the 19th to hand and contents noted. I beg to advise that in the same mail I have a similar request from Brother A. McGillivray. I am herewith inclosing a carbon copy of my reply to Brother McGillivray, which I think will be a sufficient reply to your favor of the 19th.

With best wishes, I am,

Faternally, yours,

P. J. CONLON,

International Vice President.

A letter to A. McGillivray, Cincinnati, Ohio [reads]:

WASHINGTON, D. C., January 22, 1915.

Mr. A. MCGILLIVRAY,

Dennison Hotel, Cincinnati, Ohio.

DEAR SIR AND BROTHER: Your telegram of the 21st to hand and contents noted. I beg to advise that the investigation that I made in regard to the Mediator developed the fact that J. K. Turner, of Cleveland, Ohio, who has been notorious as conducting a detective agency for the last 20 years in Ohio for the purpose of supplying spies to employers and hiring men to break strikes, is the main editor of the Mediator, with headquarters at Room 608, Rockefeller Building, in Cleveland.

If you will note, the Mediator does not bear the union label, and some years ago the Cleveland Citizen—the official organ of the central body of Cleveland, Ohio—made an exposure of the J. K. Turner Detective Agency and printed a long list of union men and officials of different unions that were operators under this company, and I would suggest that you drop a line to Mr. Max Hayes, editor of the Cleveland Citizen, for further information concerning this gentleman, as he knows more or less about him and his methods. As a leopard can not change his spots, neither can J. K. Turner change his manner of doing business.

Faternally, yours,

P. J. CONLON,

International Vice President.

And another letter of February 9, 1915, to Mr. McGillivray, as follows:

CLEVELAND, OHIO, February 9, 1915.

Mr. ARCH MCGILLIVRAY,

Birmingham, Ala.

DEAR SIR AND BROTHER: Pursuant to my promise to you to look into the career of Mr. J. K. Turner, president of the Square Deal Club and editor of the Mediator, I beg to advise that I have not found out anything new over that which I already knew, viz, that said J. K. Turner operated a detective bureau on Euclid Avenue, in Cleveland, for several years, and made a business of furnishing employers with operatives, for the purpose of spying on employees and foremen as well, as well as reporting the proceedings of union meetings in the year of 1901.

Through the medium of Mr. Turner's stenographer, to whom one of our representatives was paying attention, quite a lot of manuscripts from Mr. Turner's office fell into our hands, and his whole system of operation, together with a list of his operators were exposed in the Cleveland Citizen, at that time an official organ of organized labor in the city of Cleveland. Mr. Turner never saw fit to question the exposure or sue the Citizen for libel, thereby establishing beyond

any shadow of doubt that the exposure as made in the Cleveland Citizen was authentic.

Among the list of operators were machinists, blacksmiths, painters, carpenters, and in fact every line of trade, most of whom carried union cards, and who were afterwards expelled for their duplicity.

Now, Mr. Turner appears in a new rôle with the same old crew. A few weeks ago our business agent, William Jack, of Cleveland, called on him at his office in the Rockefeller Building here. Business Agent Jack frankly told him that he had come to learn about his Square Deal Club and further told him that he was the local business agent of the machinists, so as to have no suspicions regarding the nature of his visit. Jack opened the ball by telling Turner that on account of his past record of running a scab-herding detective agency, organized labor looked on his scheme as one of the many now afloat to divide the railroad workers.

Turner therefore pressed several buttons on his desk, and in walked several men, one a machinist, one a pattern maker, and another a boiler maker, and so on until eight, all told, appeared, representing different trades. Turner then asked each one to outline to Jack his idea of the Square Deal Club. Each one in turn told Jack of the get-together plan, and the peculiar part of it was the stories were almost identical, showing the lesson had been learned from a textbook.

All this merely indicated that Turner had just changed the name of his business. It is the same old Turner and the same old crew sailing under a different banner.

Now, if you want further information you may write Business Agent Jack or Mr. Max Hayes, 979 Parkwood Drive, N. E., Cleveland, Ohio, either of whom are able to give you a line on Turner, but like all men in the same business they hide in a deep hole, and it is hard to dig them out in the limelight.

Fraternally, yours,

P. J. CONLON,
Intl. Vice President I. A. of M.

"The functions assumed by these so-called private detective agencies is unquestionably one of Government, and should be given serious consideration by those in authority. Theoretically the private detective agency may be all right, but in actual practice we find that these agencies do not confine their operations to the legitimate calling of detecting criminals.

"In reference to the furnishing of 'skilled mechanics and men and women detectives for any occupation or business' and specifically mentioning among other things, 'labor agitation' and of being 'prepared to furnish strike breakers and guards,' this establishes the fact that these so-called detective agencies do not confine themselves to detecting crime and criminals, unless it be considered a crime for men and women to organize for mutual protection and advancement, morally, physically, and mentally. The skilled mechanics referred to are usually members in good standing in the union; if not at the time of their entering the service of the detective agency, they become members as soon as possible, and as soon as this is accomplished they begin operations by furnishing the agency with the names of the active members of the union. This class of operatives are commonly known as 'inside or cover-up men.' They receive a salary anywhere from \$100 to \$200 per month and expenses, and in the agency are known as operative number so-and-so. Any operative who fails to furnish the kind of information wanted by the agency is called to account, given positive instructions containing a detailed statement of information he must furnish, and notified to return all letters received, including the report, by return mail.

"In connection with this phase of the private detective agency, their work does not in the slightest degree bear any relation to crime or the violation of any law, unless it be at the instigation of the 'detective' who originates the proposition, and whether or not he is successful in securing the cooperation of a fellow member proceeds to send in a report that the member or members are a dangerous lot of men. This kind of work establishes his reputation, and he becomes what is termed a reliable 'operator.' The agency in turn informs the employer, and the man or men involved, who up to the time of the appearance of these spies in their midst had always been recognized as honest, reliable workmen, become in the eyes of the employer and the uninitiated, dangerous and undesirable employees. These agencies claim that a 'few dollars intelligently expended for detective service may save thousands later,' whereas in our opin-

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tion the actual cause of many strikes that have resulted in the loss of thousands, and in some cases millions of dollars, can be traced directly to them.

"Labor disputes form one of the principal assets of this organized band of trouble makers, grafters, and crooks, incorporated under the name of 'detective agencies.'

"These agencies have not accomplished anything that could not have been achieved by the Government itself; on the other hand they have reached a point where they actually constitute a menace to the industrial peace of the Nation. If the thousands and thousands of dollars now being spent by employers in this manner were intelligently applied in improving the conditions of employment of their employees, we are of the opinion that much better results would be obtained, and most of these so-called detective agencies would be compelled to go out of business if the employers of labor withdrew their patronage. We recognize the necessity of maintaining a legitimate detective force under the direct supervision of and maintained by the Government, but not the right of individuals to usurp the functions of the Government for personal gain."

CHICAGO & EASTERN ILLINOIS BONUS SYSTEM.

TOLEDO, OHIO, December 11, 1914.

Mr. A. O. WHARTON,
5 and 6 Ohio Building, St. Louis, Mo.

DEAR SIR: Relative to the matter of the bonus system of the Chicago & Eastern Illinois Railroad, we herewith inclose you letter from Attorney Lyford, general counsel for the receivers, under date of December 8, containing a statement of the bonus system, which statement was prepared by Mr. Epler, who is the superintendent of motive power for this company.

We would appreciate it very much, if, at your convenience, you would write us, giving us the benefit of any suggestions that you care to make concerning this statement.

Yours, very truly,

MULHOLLAND & HARTMAN.

[William J. Jackson and Edwin W. Winter, receivers Chicago & Eastern Illinois Railroad; W. H. Lyford, general counsel.]

714 McORMICK BUILDING,
Chicago, December 8, 1914.

Mr. CHARLES HARTMAN,
The Nicholas Building, Toledo, Ohio.

DEAR MR. HARTMAN: In compliance with your request for a statement of the bonus system, our Mr. Epler has prepared such a statement, and I give you below a copy thereof.

Statement by Mr. Epler.

"The bonus system is a method of paying a workman a premium over and above his regular wages for performing or completing an operation in a time, either closely approaching to or less than a definite and predetermined standard time for performing the operation. The operation is closely studied in all its details while watching the workman perform it, and from this study, after eliminating all unnecessary movements and lost time, and instituting improved methods in doing the work, a definite or so-called standard time is set for performing the operation. The relation that this standard time bears to the actual time which the workman takes to perform the operation determines his efficiency, and from his efficiency his extra wages or bonus are determined on a fixed percentage basis.

"Bonus is paid to the workman for all efficiency in excess of 66 $\frac{2}{3}$ per cent, the percentage increasing as the time taken to perform the work decreases. This bonus or premium payment is a percentage of the wages earned or paid for the actual time the man is working; thus, if the standard time for an operation is one hour, the workman's wages 30 cents per hour, and he performs the operation in one hour, he receives his wages (30 cents) and an additional premium of 20 per cent (which is the fixed percentage at 100 per cent efficiency) of his hourly rate, or 30 cents, this giving him a premium of 6 per cent (cents) for performing the work in the standard time. If he performs the operation

In an hour and a half, no bonus or premium is paid. He is, however, paid his regular wages at the rate of 30 cents per hour for the hour and a half, or 45 cents. If he performs the operation in any period of time less than an hour and a half, his efficiency, of course, increases, and he gets the percentage of his wages in accordance with the following table:

Per cent efficiency.	Bonus, per cent of wages.	Per cent efficiency.	Bonus, per cent of wages.	Per cent efficiency.	Bonus, per cent of wages.
66.7.....	0.00	75.0.....	1.30	83.5.....	5.25
67.0.....	.01	75.5.....	1.45	84.0.....	5.55
67.5.....	.02	76.0.....	1.60	84.5.....	5.90
68.0.....	.04	76.5.....	1.80	85.0.....	6.25
68.5.....	.07	77.0.....	2.00	85.5.....	6.60
69.0.....	.10	77.5.....	2.20	86.0.....	6.95
69.5.....	.15	78.0.....	2.40	86.5.....	7.30
70.0.....	.20	78.5.....	2.60	87.0.....	7.65
70.5.....	.25	79.0.....	2.80	87.5.....	8.00
71.0.....	.35	79.5.....	3.05	88.0.....	8.40
71.5.....	.45	80.0.....	3.30	88.5.....	8.80
72.0.....	.55	80.5.....	3.55	89.0.....	9.20
72.5.....	.65	81.0.....	3.80	89.5.....	9.60
73.0.....	.75	81.5.....	4.05	90.0.....	10.0
73.5.....	.85	82.0.....	4.35	90.5.....	10.5
74.0.....	1.00	82.5.....	4.65	91.0.....	11.0
74.5.....	1.15	83.0.....	4.95		

"In this table you will note the percentage of his wages paid as bonus increases rapidly until 90 per cent efficiency is reached, after which point each per cent increase in efficiency increases the percentage of wages paid as bonus 1 per cent.

"In handling the bonus, description of the method used in freight-car repairs is typical. When the car requiring repairs comes on the repair track it is inspected by a man appointed to that duty. He records on a card all the work that is to be done. The timekeeper takes this card and opposite each operation of repairs that is to be made marks the standard hours set for performing it. This card is then tacked on the car. It serves two purposes—first, notify the workman that repairs are needed, and, second, to show him the standard time for performing the work. The workman signs the card and notes thereon the time that he starts to work on the car. When the work is completed he also notes the time of completion. The difference between the starting and finishing time, of course, gives him the total time that he has worked on the car. A comparison of the time that he has worked on the car with the standard time to perform the work gives him his efficiency.

"In addition to this, workmen are notified by the timekeeper after the car is finished of the time that they consumed in repairing the car, the standard time for doing the work, and their efficiency in performing same. The workmen, by retaining these notices, have a check against the amounts paid them at the end of the month and from these can calculate their earnings and premium. However, bonus is not calculated on each individual car, but is calculated at the end of each pay-roll period. The total hours worked by the men and the total hours of standard time are used to determine their efficiency, and from this average efficiency their premium for the period is calculated. Thus, a workman working a period of 2 weeks at 9 hours per day, with the wage rate of 25 cents per hour, would be paid for the 12 days' period a regular rate of \$27. If, during this period, he had secured 108 hours of standard time he would be paid a bonus of 20 per cent of the \$27, or a premium of \$5.40. If, on the other hand, he had only accumulated 97.2 hours of standard time, he would have been working at an efficiency of 90 per cent, and would be paid 10 per cent of his regular wages as a bonus, or \$2.70. Again, and as is the average condition, had he accumulated more standard hours than he actually worked his bonus or premium payment would be larger. For instance, had he accumulated 118 standard hours, his efficiency would be 110 per cent, and he would be paid a premium of 30 per cent of his wages as bonus, or \$8.10.

"The advantages to the workmen of the bonus plan over the piecework system are:

"The guaranteed day rate, which fixes the minimum wage and one which the workman agreed upon when he secured employment.

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"It furnishes for him the full advantage of any increase that he may be given in his regular rate, while with piecework the price is the same for all, regardless of their hourly rate. Quite frequently skilled workmen have to perform certain operations in connection with their regular duties that are usually assigned to less skilled workmen, and under piecework the price is made for the less skilled and lesser paid class of workmen, with the result that the higher paid workman loses the advantage of his higher rate. With the bonus, it being on a time-limit plan, he is paid a premium on his regular rate, based on the time he takes to perform the operation.

"Yours, truly,

"(Signed) W. H. LYFORD."

[In re to bonus system, C. & E. I. Ry.]

St. Louis, Mo., December 15, 1914.

Messrs. MULHOLLAND & HARTMAN,
Suite 1311-17, the Nicholas Building, Toledo, Ohio.

GENTLEMEN: Replying to your favor dated the 11th instant, in which you inclosed a statement on the bonus system prepared by Mr. Epler, Supt. of M. P. of the C. & E. I. Ry.

I am herewith inclosing you a copy of an address delivered by Mr. John P. Frey, which I believe will furnish you with a splendid argument against the bonus system. I am also giving you a brief statement of my views on the subject.

In Mr. Epler's statement you will note that he has entirely evaded one of the most essential features in dealing with the employment of workmen. His statement contains absolutely no reference to the right of the workman to collective bargaining. Mr. Epler is already on record as saying that he did not consider that the agreement had been violated in introducing the bonus system. Yet this agreement, such as it is, represented collective bargaining and the right of the employees to be represented by duly authorized committeemen in all matters relating to conditions of employment, hours of labor, rates of pay, etc., without the right of collective bargaining, we immediately place the workman at a great disadvantage.

According to Mr. Epler's own statement in the first paragraph, "The bonus system is a method of paying a workman a premium over and above his regular wages." In the next to the last paragraph he states, "The guaranteed day rate which fixes the minimum wage and one which the workman agreed upon when he secured employment." These two excerpts indicate very clearly that Mr. Epler has in mind not only the right to employ an individual workman at a wage which appears to be one of mutual agreement, while in reality it represents an employment based upon the lowest bid submitted by the workman who desires to connect himself with a job, and whose bid must in the natural course of things be more or less determined by the necessity for employment with which the individual workman is confronted, but he goes even further than this; he has in reserve still another method of controlling the wage of the workman, after the jobless man has set a minimum hourly rate for his services, as outlined above, believing that he can in a measure overcome this low hourly rate by earning a bonus, he finds the employer regulating the bonus in a manner that leaves him absolutely at their mercy as an individual, and having no voice in the setting of the bonus he again becomes confronted with the problem of competing with not only a condition he has had no voice in establishing but is forced to accept a bonus rate that has been established by the employer, who has used every available means to ascertain, under the most favorable conditions, what can be done by the best and swiftest workmen, the system of eliminating all unnecessary movements or operations leaves nothing to chance in so far as to the amount of work that can be performed under the most favorable conditions by specially selected workmen is concerned. In addition to this, Mr. Epler injects a very innocent-looking proposition in the following words: "However, bonus is not calculated on each individual car, but is calculated at the end of each pay-roll period," which means still another method of holding the workman to the minimum hourly rate.

For illustration: A workman may, if furnished steady work for the first week of his two-week pay-roll period, be able to earn a bonus of 20 or 30 per cent, but in the second week he is compelled to wait for either work or materials or work on the low hourly rate, and this reduces his bonus in proportion to his average performance for the entire pay-roll period.

These efficiency systems lack one essential feature of equity, the workman does not share an increase in his earnings in proportion to the increased output. The employer assumes that in purchasing a machine, or introducing any other method that will increase the output per man employed, he is entitled to the full benefit thereof, the proof of which is in evidence, by noting the earnings of the men, as compared with the output before and after the introduction of improved machinery and methods of performing the work.

The efficiency experts admit that their system does not take into account or make any provision for the workman whose days of usefulness are numbered by his ability to keep up to the standard of efficiency required, and this standard time is, according to Mr. Epler's own statement determined by "closely studying each operation in all its details, after eliminating all unnecessary movements and lost time and instituting improved methods in doing the work, a definite or so-called standard time is set for performing the operation." Under such a system it is readily seen that only workmen capable of maintaining the pace set are considered desirable employees, and just as soon as they begin to fall below the standard set they are cast upon the scrap heap, and once it is established that they can not keep up the pace no other employer wants them. As one evidence of the result of this system, and its effect on the workman, we now find many employers who will not employ men after they have reached the age of 40, and in some instances as low as 35, while others set the age limit at 45.

In addition to this, efficiency experts maintain that their system does not recognize the right of collective bargaining, without which the workmen are absolutely at the mercy of not only the employer, but every subordinate official from the lead or gang foreman to the superintendent and manager. The recognition and establishment of this system means slavery in its most abject form, even to a greater degree than that of the chattel slave, because as a chattel slave it was to the interest of the owner to see that these slaves were properly fed and housed; to do otherwise meant a property loss, whereas under this other system the employer has no interest in the workman other than his ability to perform the service exacted, and when he fails in this he is cast out and another secured to take his place.

Labor unions are not opposed to any system which means greater production, provided the interests of the workman are safeguarded and he becomes a beneficiary in proportion to the results obtained.

We demand that our inalienable rights as human beings be not abridged, and in the name of humanity we shall never willingly accept as a condition of employment any system which has for its purpose the lowering of the standard of living and which further increases the existing inequality in the distribution of the wealth produced.

I have not had the time to go into details as fully as I would like to, but trust these few statements will in a measure be of some service in explaining our position.

Very truly, yours,

A. O. WHARTON, *President.*

In line with that policy, we desire to introduce here the form of application blank that has recently been introduced by the Chicago & Eastern Illinois system, which I believe is in line with our general contention that the introduction of these systems lead to the physical examination and other systems that are introduced in the line of efficiency that has a tendency and shows the evil and final results of these systems if they are not properly controlled.

This is a form of blank which I will read just briefly—the important features connected therewith.

Chairman WALSH. You may proceed.

MR. WHARTON (reading). "There are three ways to improve the character of the service: 1. Employ a better class of men. 2. Discharge the vicious and incompetent. 3. Educate those kept."

"So far as possible men should be employed from those living along the line of the road. Their normal character, physical fitness, mental capacity, and past record should be rigidly examined."

And emphasized in heavy type: "Only the best should be employed."

It provides for the signer of this application as follows:

"DEAR SIR: I hereby apply for a situation as ———, or in such other service or employment as may be necessary or required from time to time by the company, or my superior officers, and, if accepted, agree to observe all the rules and regulations, to abstain from the use of intoxicating liquors, to conduct

myself properly whether on or off duty, to perform my duties to the best of my ability, and in the event of my leaving the service from any cause, I hereby authorize the company and its officers to answer any and all inquiries as to my conduct and qualifications while in such service and, so far as they may know, the cause of my leaving the same."

Then it asks to give the state, height, weight, color of hair, color of eyes, general health, education (number of years spent in school); name of wife (if married); residence; name of father (if living); name of mother (if living); names and ages of children (if any); names and addresses of nearest relatives (if no family or parents living).

Previous railroad experience (past three years).

Cause for leaving last situation (explain fully).

Previous service with this company (if any).

Have you any physical ailments or defects, such as lameness, deafness, color-blindness, or shortsightedness? (Each question should be specifically answered.)

Are you habitually addicted to the use of intoxicating liquors and do you promise you will not become so while in the employ of this company?

The following persons will certify to my good character:

There are spaces after each one of those to be filled in.

"I accept employment with the full understanding that if my references or services do not prove satisfactory I will not be retained in the service."

A place for signature and a place for witness.

"Application approved for employment as _____."

"NOTE.—This application must be filled out by applicant in presence of and witnessed by the head of the department in which the applicant is to be employed."

That application would place the workman absolutely at the mercy of the employer if for any cause he might desire to get rid of him or relieve him from service in the employ of the company.

Commissioner LENNON. Is that application generally used on the one road you are talking about?

Mr. WHARTON. That is a type. It is very similar. We have here another; this case which has come to our notice in the form of a telegram addressed to myself at St. Louis, dated April 2:

"We have a change of officials and the applications of employees to date have been misplaced or destroyed. The new general manager requests all employees to make new applications, giving personal history and places of employment for five years previous to working for the F. S. & W. Advise by wire.

"D. E. WINFREE."

This is simply a typical case of following out that same line on another road.

Scientific management and efficiency systems, the railroads have quite generally agitated for, and, in some instances, forced the men to accept conditions that we feel safe in saying are detrimental to the men, the railroads, the public, and the human family in its entirety.

The following article expresses our views, and in our opinion clearly points out some of the dangers of the so-called scientific management and efficiency methods. We have, I think, a splendid analysis of the system—efficiency—analyzed from the viewpoint of a man well qualified in every respect, which I would like to have injected into the proceedings, by John P. Frey, editor of the International Molders' Journal—of the International Molders' Union Journal, as follows [reading]:

THE RELATIONSHIP OF SCIENTIFIC MANAGEMENT TO LABOR.

By John P. Frey.

Address by the editor of the International Molders' Journal before the Western Economic Society, Chicago, March 14, 1913:

The problems identified with the development of our industries will undoubtedly be viewed and analyzed from as many conflicting angles as there are classes in the community. The manufacturer, the business man, the professional man, and the workingman, each will have a different viewpoint; each will reach a decision influenced, to a greater or lesser degree, by his own self-interest. The final solution will be found, not in the dictum of any one of these classes, but in the equitable and harmonious combination of every one of them. I admit, beforehand, the difficulty of securing such harmony,

but am strongly of the opinion that an exchange of views and their unbiased consideration and discussion by an assemblage of this kind will go far to promote it.

It is as a member of a trade-union composed of skilled mechanics that I am endeavoring to examine and analyze "scientific management" in its relation to labor.

That system for the increasing of production, popularly called scientific management, is a subject of sufficient importance to the wage earner and the industries of our country to warrant the careful examination of all thoughtful men; for, in addition to the problem of production, it involves the workman's standard of mechanical efficiency, his physical welfare, and his social status.

If scientific management in its final analysis fails to increase the workman's earnings, develop his mechanical ability, lengthen his period of usefulness, elevate his standard of living, and distribute in an equitable manner, between capital and labor, the gains from increased productiveness, it has failed to deserve the title conferred upon it.

With the object of avoiding any confusion of terminology in the discussion of the subject, the following definition is submitted:

By scientific management we have in mind those methods for increasing production which have been advocated within very recent years by several gentlemen who are recognized as among the most prominent advocates and exponents of systems for the standardization, systematization, planning, and routing of work in manufacturing establishments and in offices, the grouping and operating of machines to their greatest efficiency, coupled with time studies of manual movements, the elimination of unnecessary motions by employees while at work and their stimulation to greater effort of piecework, bonus, task, differential, premium, and other systems, rather than by a daily-wage rate.

Any system which will lower the cost of production by eliminating inefficient management or unnecessary labor through the adoption of more practical methods of operation should be welcomed and encouraged, for inefficiency in any form can only result in placing a needless burden on the cost of production and to the extent that it exists retard in inverse ratio the progress of industry and the production of wealth. Whether it is in the machine or the workman himself, all motions which do not accomplish definite and practical results, all unnecessary movements result only in wasted energy, and wasted energy is a dead loss. With any system which will eliminate useless labor the American trade-union movement will be found in full accord.

From an examination of scientific management as presented in the books prepared upon the subject by some of its best-known advocates and exponents, it would appear that it aims to secure greater production from machinery and workmen:

(a) By systematizing, standardizing, and overseeing all work, by speed, repair, inspector and gang bosses, or functional foremen and overforemen.

(b) By having time studies made by experts with split-second watches in hand, with which to note the time consumed in performing each motion made in connection with the work.

(c) By having studies made with the object of eliminating all useless motions, so that production can be increased.

(d) By having the time to perform a given piece of work determined by an expert from the records secured.

(e) By the minute subdivision and specialization of the work, and the employment, to the largest degree possible, of laborers trained to work under the system of subdivision and specialization, rather than the employment of skilled mechanics.

(f) By the payment of a bonus or premium to workmen for measuring up their day's work to the task set, and the payment of similar inducements to the foremen and overforemen for maintaining the quantity of production of the gangs of workmen or the departments under their charge.

As presented in the works upon the subject, scientific management as applied to workmen moves with the smoothness of a well-oiled and perfected machine, in which each one performs his part with the accuracy of a mechanically and mathematically perfect tooth on a gear wheel, when it meshes with the teeth of another wheel in transmitting power. But whether this system in every-day practice accomplishes with workmen what it seems to accomplish with them in books is a question which we desire to investigate.

Before entering into an examination of the relationship of scientific management of labor, there is one fact which is deserving of consideration in connection with the discussion. The American workmen, as verified by the great mass of statistics upon the subject, produce more within a given time than the workmen of any other country. He has no equal as a producer; this being due partly to his mental and physical alertness and ambition, and partly to the various systems of specializing and speeding up which were well developed before scientific management was brought forward as an industrial stimulant. That he has worked under such high pressure as to prematurely age him has been well demonstrated by the policy of many corporations to hire no workmen over 40 years of age or when their hair is tinged with gray.

High tension and intensity of application have become a marked feature of our industries. Machinery is operated to its physical limit, and when worn out is thrown on the scrap heap; workmen, likewise, are expected to work to their physical limit, and like the worn-out machines they, too, are liable to find themselves in the industrial scrap heap when there should still be years of effective labor in their minds and bodies. As illustrating this tendency in our American methods of production there is the illuminating testimony given by Mr. Harrah, of the Midvale Steel Co., before the congressional Committee on Labor, March 1, 1900, a portion of the committee's record for that date giving questions and answers [reading]:

"Mr. GRAHAM. I was going to ask whether you thought that you could put your machines so as to accomplish getting out more work in 8 hours than you can now in 10?"

"Mr. HARRAH. No; the machines are worked to their fullest capacity now.

"Mr. GRAHAM. You would have to get some kind of improved machinery?"

"Mr. HARRAH. We have the most improved kind of machinery now; but we make it a rule to run a machine to break. For instance, the life of a hammer bar may be two years. If that hammer bar does not break within two years, I go for the forge master, because I know he is not getting the work he ought to out of the forge. It is the same way in the machine shop. If a lathe, the natural life of which might be two years, does not break down before that, I would go to the engineer in charge.

"Mr. GRAHAM. Everything is run to its full capacity now?"

"Mr. HARRAH. Absolutely. Yes, sir; we have absolutely no regard for machinery or men."

The Midvale Steel Co. is one of the plants where scientific management was first applied by one of its leading exponents.

Instead of burdening this paper with additional evidences indicating the intensity of labor in this country, the impressions of two of the world's greatest thinkers as to its effects will be submitted.

On the occasion of his last visit to the United States, that eminent philosopher, Herbert Spencer, after noting the intensity with which our toilers were working, declared that the time had arrived to preach and practice "The gospel of relaxation." Last year another famous British scientist, Sir Thomas Oliver, visited our shores. After attending the Congress of Hygiene at Washington he visited a number of our industrial centers, expressing some of his impressions later on, in part as follows:

"Generally speaking, work is rushed too much and life is lived at too high pressure in the United States. There is no reason for either. Work and the love of work for the monetary gain it brings are more characteristic of Americans than of most other people, and yet what is the gain if life is shortened by the strain imposed upon it in trying to obtain these? A nation whose workmen are old at 40 is certainly not only not rich in men, but it is not doing its best for them."

That the American workmen are now working at higher speed and producing more within a given time than the workmen of any other country we are confident can not be successfully questioned.

With these brief preliminary thoughts, we may proceed to more carefully examine scientific management in its relation to labor, as its influence and effect upon labor are of more importance than any other feature it may possess.

While scientific management in some of its phases has entered into the most minute details, on some important factors connected with production it touches but lightly and indefinitely, while other equally important ones are practically ignored.

This is particularly true of its attitude toward workmen, the flesh-and-blood human beings who are to be developed into semiautomatic attachments to ma-

chines or rigid and inflexible forms of directing production if one feature of this system is to be applied.

The efficiency of a workman is not to be determined solely by his ability to continuously feed and operate a machine or perform some other task with a never-changing motion at high speed, acquired as the result of time and motion studies by those who may be employed as experts in this work. To a very large extent his efficiency will depend upon his alertness of mind and physical responsiveness, and his ability to maintain both under the numbing influence of his monotonous task.

During recent years there has scarcely been a convention of employers but that papers are read which bewail the difficulty of securing competent mechanics and proposing plans by which mechanical knowledge among workmen may be increased.

Trade-unions have been unjustly accused on the one hand of preventing apprenticeship, while on the other, and in contradiction of that charge, an effort is made to discover the reasons why the boys and the rising generation seem unwilling to apprentice themselves in trades. So strong is this disinclination on their part that during the past decade the wages paid to apprentices have been practically doubled, and yet in many industries it is most difficult to secure or retain apprentices. It is our opinion that the intense specialization and subdivision of work as developed in our American system of production is the most prominent cause, for the boys and their parents have come to believe that apprenticeship in most cases does not mean the development of mechanics, but rather the production of specialists skilled only in some simple subdivision into which the method of production has been developed, and unable because of their lack of mechanical and manual skill to hold their own as journeymen mechanics on the termination of apprenticeship.

In Germany, that country which to-day stands out so prominently as a land where all-embracing scientific methods are applied, the workmen have reached a degree of efficiency which makes them the peers in mechanical ability of those of any other nation, and this efficiency on their part is the result of the broad and thoroughgoing mechanical and theoretical education which they are given as apprentices, and the opportunities which are afforded to them afterwards as mechanics to become familiar with the theory as well as the practice required in the industry in which they are engaged.

Through their cooperative courses, in which the coming generation of engineers are being educated, our leading universities are recognizing the principle that theoretical knowledge must be supplemented by practical experience in the industries during the course of study, if the highest efficiency is to be attained. And likewise the manufacturing establishments are learning that well-equipped superintendents and foremen can not secure satisfactory results from workmen deficient in mechanical skill and knowledge.

Advocates of scientific management will contend that it is not their intention to speed the workman to his extreme physical limit, and it is quite possible, by quoting detached expressions from their works on the subject, to give a color of truth to this contention; but no practical man acquainted with the methods of production and the influences which emanate from the management of a corporation through the superintendent, foremen, and subforemen to the workmen, to stimulate their productivity, will fail to realize that, even though the system of scientific management with its time studies, its precise form of organization, and its premiums and bonuses to workmen and foremen for quantity in production, was established in any plant by the best trained and most just experts and with a proper care that no workman would be driven to speedy physical exhaustion. It must soon degenerate into a system under which each workman would be forced to labor to the physical breaking point or drop out to make room for others whose vitality had not yet been exhausted.

In fact, in the well-known reference to the laborers in the Bethlehem Steel Works, Mr. Taylor, in his book on shop management, says, "The tasks were all purposely made so severe that not more than one out of five (perhaps even a smaller percentage than this) could keep up."

Perhaps no one has had a greater opportunity of studying the effects of various systems of shop management on the workmen employed than Judge Higgins, president of the Court of Conciliation and Arbitration for the Commonwealth of Australia, and as his views on this question are most valuable in connection with the subject now being discussed, a few excerpts from a recent decision which he prepared are submitted. The case was one arising in the

shoe industry, and those portions of the decision having a direct bearing on the subject under consideration read:

"The claim of the employees in these proceedings as to apprentices is, in effect, that there should be no boys employed unless apprenticed to learn some substantial portion of the work of a factory; that there should be no 'improvers'; that the number even of apprentices should be limited to one apprentice to every four journeymen; that the wages should be settled for each year of apprenticeship; that the apprentice should be properly taught.

"I am glad to see that the claim makes, in the main, in the direction of industrial efficiency. At present all the conditions of boy labor in this great Australian industry tend in the direction of inefficiency, and as the men trained to make boots by handwork from start to finish pass from the trade there is every prospect that in place of intelligent, skilled artisans the Commonwealth will have thousands of anemic, ill-developed, undertrained factory slaves—youths unfitted for any work but the feeding of some one insatiable machine—youths prematurely put under the strain of bread winning and soon to be replaced by other youths ad infinitum.

"The employees want, as far as it is possible, to eliminate improvers, to prevent the existence of such a class at all, to stop this pestilent manufacture of imperfect tradesmen. They want to prevent capable workmen of average capacity from being put out of work by men who submit to work for a smaller wage on some ground of incapacity, generally actual, sometimes only alleged.

"From the point of view of this court, whose ideal is industrial peace, I feel even more strongly than before that the system of improvers as it now stands is a perpetual menace to the peace of the community.

"Another point is that the improver is often kept exclusively for many years to one single machine of the simpler class, until he becomes extraordinarily apt to it. His speed is an argument for greater speed on the part of those before him and behind him in the team of men and boys working at some process. The worker before him must keep him fed with stuff; the worker after him must not let the stuff accumulate, and the strain becomes intense. The specialized improver is often used to force the pace. But if the improver lose his little fraction of a job, he is useless for any other job. To get a similar job elsewhere he must fight. His only weapon is to offer to submit to a reduction of wages, and inevitably he forces down the claims of the journeymen who are looking for work.

"But what is the proper remedy? Or, rather—as my functions are limited—what is the proper order of this court to make under the circumstances? I can not undertake the responsibility of telling every employer in the Commonwealth what he ought to do in case of every employee at every stage on every day of his employment and under all circumstances. I conceive it to be my duty to leave every employer free to carry on his own business on his own system that he may make the greatest profit within his reach, so long as he does not perpetuate industrial trouble or endanger industrial peace, and that means so long as he satisfies the essential human needs of his employees and does not leave them under a sense of injustice.

"In the strain of competition the pressure on the employer is often very great, and he ought to be free to choose his employees on their merits and according to his own exigencies, free to make use of new machines, of improved methods, of financial advantages, of advantages of locality, of superior knowledge—free, in short, to put the utmost pressure on anything and everything except human life. Unless there is to be industrial war at every turn, human life must not be treated in the game of competition as if it were a ball to be kicked. This, the most valuable asset of the State, must be protected, whatever else suffers.

"Extreme specialization injures the boy in his manhood and as a tradesman, and it is the cause of much industrial disturbance. Extreme specialization may make the output greater and cheaper and may at the same time be injurious to the men and to the public."

The human factor can not be ignored in the industries. To-day the wage earner's stimulation to greater physical exertion has been highly developed through the constant pressure brought to bear upon superintendents and foremen. Elaborate cost sheets are prepared monthly by every department, and those showing the lowest cost for production in similar departments are sent to the superintendents of those which show a higher cost, with the polite request: "Please report to us on the reasons why your department shows a higher cost for production during the month than Department A." Under this stimulus there generally is but one course pursued, that being to speed up labor.

Under the great concentration which has resulted in huge corporations the former bond of personal interest between employer and workmen has disappeared; neither now knows the other; the one is only a number on a brass check or card; and the other may live a thousand miles away. The one who holds a brass check is forced to realize his position by the treatment accorded him by a foreman spurred on by the desire to secure a bonus for the large output of his department and by the rigid discipline to which he must conform and the promptness with which he is discharged for any reason.

Under present methods of production, where thousands of workmen are employed by a single corporation, it may be difficult to reintroduce the element of human sympathy between workmen and employer, but a truly scientific system of management can not overlook this most important factor if it is to endure.

One feature of scientific management which has interested labor is its evident opposition to collective bargaining between organized workmen and their employers. The claim is practically made by some of its leading exponents that the system can not be successfully applied unless the huge corporation insists on dealing with the workman as an individual, and then of bringing every possible pressure, including discharge, upon him. A brief extract from a letter, which we were informed was written by one of the most prominent exponents of scientific management to a firm which had tried the system for six years without success bears witness to this fact. It reads:

"Have you tried the incisive plan of centering on one man instead of going at the whole shooting match at once? I think the failure is due to the lack of patient persistence on the part of the employers, and then to the lack of centering right onto a single man. No workman can long resist the help and persuasion of five foremen over him. He will either do the work as he is told or leave."

The implication is not difficult to grasp. Where the large corporations have had a free hand in centering their stimulus to activity upon the individual workman and determining the conditions under which workmen will be employed, they have frequently accomplished results which, while probably showing increasing production per man, have also developed conditions of labor which have shocked the moral and humane sense of the Nation. An illustration is afforded by the iron and steel industry which, according to the report of the Federal Department of Labor, covering the month of May, 1910, indicated that 29 per cent of the 172,706 workmen covered by the investigation, worked 12 hours per day, 7 days in the week—84 hours in all; and that every second week, when the shifts changed from day to night or vice versa, many of these workmen were forced to remain on duty without relief for from 18 to 24 hours. Of these 172,706 men, who included all unskilled and skilled workmen in the plants where investigations were made, 85,812 or 49.69 per cent, received less than 18 cents per hour.

Practically every abuse, every arbitrary and unjust condition affecting workmen which has crept into our industries, has only developed where the workmen failed to enjoy the right of collective bargaining with their employers for the determination of the wage rate and the conditions under which labor was to be performed.

The specialization and subdivision of work, which as much as it is possible tends to make the workmen specialists, that is to say, fractional mechanics, whose knowledge of a trade or industry is confined to but a few simple operations, is anything but a scientific method for developing and maintaining the necessary supply of mechanics and in this direction scientific management seems to be most eminently unscientific.

It is unscientific because it does not include an adequate system for the education of apprentices from which competent mechanics can be developed.

It is unscientific because it does not adequately provide for the workmen's progress in mechanical knowledge, but tends to restrict him to the subdivision of a specialty, keeping him endlessly performing the same operation, disregarding the fact that this constant repetition, which in time becomes semiautomatic on the workman's part, through its very monotony numbs the mind instead of inspiring it.

It is unscientific because if applied in all of our industries it would at once prevent the development of competent mechanics, and produce in their place fractional mechanics, who could only work effectively under the groups of functional and superforemen provided for by the system.

It is unsafe, as well as unscientific, inasmuch as its tendency is toward the production of quantity rather than quality. The number of bricks which can be laid in a day is one thing, the strength and durability of the wall being an entirely different matter. The number of steel rails which can be run through the rolls in a day may be an interesting item in the matter of production, but of far more importance to the public is the ability of these rails to stand the burden of traffic, instead of breaking under strain they should have been able to stand, and ditching the train with its passengers.

On this question of steel rails, the statement of Mr. W. H. Wickhorst, engineer for the American Railway Association, is valuable. In his paper on "Rail Research by Railroads and Producers," presented at the recent International Congress for Testing Materials, he said in part:

"While the railroads were thus busy increasing the capacity of their motive power and cars, the steel mills were likewise endeavoring to secure increased tonnage. These efforts took the form of eliminating unnecessary delays, installing larger converters and more powerful machinery, and using larger ingots, and sometimes of allowing less time for the chemical reactions. At the height of the tonnage endeavor in the rail mills, about five years ago, there was a considerable rivalry between the different mills to produce the greatest tonnage, and it reached a condition that might almost be termed madness; that had only secondary regard for the quality of the product. The purchaser had the choice of buying rails as made by the mills or going without them."

It is unscientific because it has failed to adequately understand the human factor and the spirit of our American institutions, for it makes of one man a taskmaker and taskmaster without the free consent of the other. It ignores that principle so clearly set forth by the congressional committee, which, after investigating the Taylor and other systems of shop management, said in its report: "Government in a mill should be like government in a State, with the consent of the governed."

Scientific management seems to lay greater stress upon the quantity of production than upon its quality. It seems to give more consideration to workmen as units in production than as human beings, and must tend in the unbridled efforts to increase production being made in many industrial establishments to-day to approach as closely as possible the methods of those ancient Egyptian taskmasters who finally endeavored to have bricks made without straw.

In connection with its relation to labor in these respects the term "scientific management" seems to be about as accurate as the name given to that little quadruped which has been the subject of so much scientific experimenting, the guinea pig, which in the first place does not come from Guinea, and in the second, is not a pig.

With the experiments which may be made in the name of science to discover the highest speed which a machine can attain, its greatest capacity for production, and minimum length of time in which its usefulness can be exhausted before it is discarded and thrown in the scrap heap, labor has no objections, but American workmen will object with all the strength at their command, and justly so, to all efforts to experiment likewise with them.

With improved shop equipment and more efficient systems for routing, handling, machining, and assembling material in the course of construction we are in harmony. But we are in most positive opposition to the application or continuation of any system which tends to deteriorate the American workman mentally, morally, or physically.

Organized labor believes that true scientific management is that which reduces the cost of production by eliminating useless labor, which improves the facilities for doing work by surrounding the workmen with good light, pure air, sanitary conditions, and safeguarded machinery. A system of management under which care will be taken to prevent workmen from overstrain, as well as provide that their output should reach an adequate standard, and which will afford ample opportunity for the fullest development of mechanical and manual skill on the part of all workmen. A system under which the terms and conditions of employment will be governed by agreements entered into by employers and their workmen as a collective body. And, finally, a form of management which will never allow quality to be sacrificed for quantity, nor men, women, and children to be classified with machines. The equity right of human flesh and blood must be recognized by any system that would endure.

Scientific management, as the workers know it, vitally concerns every thinking man and is undoubtedly one of the principal causes of industrial unrest,

he cold blooded, coolly calculated system of exacting from the workmen the last ounce of his physical and mental strength, without the least regard for his future, represents one reason why federation and concerted action are so much desired by the various labor organizations; other reasons equally apparent is the desire to offset the tremendous power exercised by the federated railroads to obviate the necessity of strikes, to curtail the exactions of subordinate officials and to compel the employer to give our representatives a fair chance to meet with them and talk over in a dispassionate manner matters that vitally affect both.

We have a form of physical examination being introduced by the Chicago & Eastern Illinois Railroad Co. and a circular letter in connection therewith. I will read just the physical qualifications in order to reduce the monotony of the reading. It refers to every man employed on the railroad. This statement is issued by William J. Jackson, receiver of the Chicago & Eastern Illinois Railroad, as follows:

PHYSICAL EXAMINATION OF APPLICANTS FOR EMPLOYMENT AND EMPLOYEES FOR PROMOTION.

"Classification.

"1. All those handling trains and train signals; i. e., engineers, firemen, motormen, engine hostlers, conductors, brakemen, flagmen, train porters, yardmasters, switchmen, signalmen, towermen, and boatmen, and others engaged in marine service.

"2. Station agents, telegraphers, train telephone operators, station baggage-men, switch tenders, section foremen, railroad crossing flagmen, watchmen, crossing flagmen, bridge foremen, and foremen of building department.

"3. All other employes except common laborers.

"Requirements.

"1. Vision. Normal (20-20 required in each eye). Firemen and engineers entering the service must be tested with plus 2d lens, and if able to read 20-foot line must be rejected.

"Hearing. Normal (whisper at 20 feet, accumulator or watch at 20 inches).

"Color perception. Normal (worsted or lantern).

"NOTE.—Firemen for promotion to engineers, and brakemen for promotion to conductors, must have combined vision of 20-20, provided vision in one eye is not less than 20-40 without glasses.

"Physical defects. All physical defects tending to impair the efficiency of the individual disqualify.

"Reexamination. Reexamination of employees in this class must be made every three years.

"Vision. Only those whose vision does not fall below normal in one eye and 20-40 in the other may be allowed to hold preferred or main line runs.

"Hearing. One-half of the requirements for entrance to service.

"(2) Vision. 20-20 required in one eye and not less than 20-30 in the other.

"Hearing. Normal. (Whisper at 20 feet, accumulator or watch at 20 inches.)

"Color perception. Normal. (By worsted and lantern.)

"Physical defects. All physical defects tending to impair efficiency of the individual disqualify.

"Reexamination. Reexamination of employees in this class must be made once every three years.

"Vision. Combined vision must be 20-30 and not less than 20-40 in one eye with or without glasses.

"(3) Vision. Combined 20-30, not less than 20-50 in one eye without glasses.

"Hearing. One-half normal (whisper at 10 feet, accumulator or watch at 10 inches).

"Color perception. Car repairers and others whose duties require handling of signals (flags or lanterns) must have normal color perception.

"Physical defects. All physical defects tending to impair efficiency of the individual disqualify.

"NOTE.—Employees over fifty (50) years of age or employees who require glasses to bring their vision to standard must be examined every year. Employees who have suffered severe injury or illness must be examined before they reenter the service.

"List of physical defects.

"All classes. Trachoma or other inflammatory conditions of the eye, or chronic discharge from the ear; varicose veins of both legs or marked varicosity of one leg; phlebitis, skin disease (especially eczema or even a strong tendency to it); loss of thumb or loss of two fingers on one hand disqualify the first class and station baggagemen and switch tenders in the second class only. Hernia disqualifies all classes. Unmistakable evidence of alcoholism, acute gonorrhea, and all manifestations of syphilis, traumatic and pathological bubo disqualify all classes as long as symptoms are apparent. Orchitis, epididymitis, hydrocele, undescended testicle, malignant tumors, recurrent appendicitis, old depressed fractures of the skull, or any fracture followed by head symptoms, spinal injuries, epilepsy, antero-posterior curvature, severe injury of the back, tuberculosis, marked scrofulous cachexia, aneurism, necrosis, acute and chronic periostitis, acute and chronic cystitis, floating cartilage and impaired mobility of joints disqualify first class and all second class except agents and operators, who may be accepted if inflammation has long since subsided and the affected joints be free from pain. Diabetes, chronic rheumatism, gout, chronic diarrhoea, chronic hepatic disorders attended by jaundice or those that are disabling in their nature; hepatic cardiac or renal dropsies, asthma, hæmoptysis, valvular diseases of the heart, angina pectoris, evidence of organic diseases of brain and spinal cord, insolation, inveterate neuralgia of the larger nerves disqualify all classes.

"(a) When hernia occurs while in the service, the right to continue in, or of promotion to class 1, will not be lost, provided the employee, by operation or otherwise, effects a satisfactory cure.

"Candidates for students' privileges, for employment, or reexamination in or selected for promotion, must pass the prescribed examination and tests before being permitted to enter or remain, except temporarily, upon the duties of the position sought or occupied.

"An examination fee of \$2 is paid by the company in all cases to the examining surgeon. Employing officers in charge of the pay rolls are instructed to deduct said examination fee, upon the pay roll in favor of the company, from the first month's wages of all applicants assigned to service. The examination fee of \$1 for rejected applicants or those who may not be given employment will be borne by the company.

"The officer charged with the duty of employing men for any of the different classes must reject any candidate who may be seen to possess maimed or deformed hands or limbs, or any other outward evidence of injury which will disqualify, or one who after careful questioning and inspection of outward appearance would fail to pass the required tests.

"Use great care in making examinations, stripping the candidate from head to foot, making careful and painstaking effort to do justice to all concerned.

"Reexaminations of employees will be made at any time when, in the judgment of the superintendent, it is necessary.

"Physical defects, if originating or developing after entering the service, will not disqualify, provided the efficiency of the employee is not impaired.

"Surgeons must be careful to note and record any defect that might impair the usefulness of the applicant, or that would be more or less aggravated by the service, or that would contribute to the prolongation of disability in case of injury.

"In order to prevent fraud in subsequent claims for personal injury, a careful record must be made of defects, even though they do not impair the usefulness of the applicant, or would not be aggravated by, or contribute to the prolongation or disability in case of injury.

"Surgeons must in all cases require signatures of the candidates to the certificate at the bottom of application blank in space provided for same.

"The application blank after being complete, will be returned by the surgeon to the employing officer from whom received.

"In the discretion of the employing officer, applicants may be permitted to enter the service temporarily if accepted by the surgeon, subject to the approval of the superintendent.

"Age limit, 45 years.

"W. H. BOHART, *Chief Surgeon.*

"Approved:

"W. J. JACKSON, *Receiver.*

"FEBRUARY 23, 1915."

That system, if accepted on the Chicago & Eastern Illinois, would in substance absolutely nullify every existing agreement on that road as it now exists. There are 13 organizations represented among the various railroad employees on that system. As a result of the action of the company, speaking of the incentive for federation and concerted action, the attempt of this company to introduce that system, resulted in a meeting of 13 representatives in the city of Chicago last Sunday, at which place and time they organized and came together as a federated body representing all classes, transportation, shop, and office employees of the Chicago & Eastern Illinois Railroad Co. for the purpose of combating the introduction of this so apparently unjust system.

I have here a list of the system federations that have been organized in the past few years, together with notes referring to the time, and so forth.

The following statement contains information with respect to the organization and recognition of the system federations on various railroads dealing exclusively with the mechanics, apprentices, and helpers, commonly designated as railway shopmen, 98 per cent of whom are members of some one of the following organizations, which constitute what is known as the mechanical section of the railway employees department of the American Federation of Labor [reading]:

"International Association of Machinists; International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America; International Brotherhood of Blacksmiths and Helpers; Brotherhood of Railway Carmen of America; Amalgamated Sheet Metal Workers International Alliance; and International Brotherhood of Electrical Workers.

"1. New York, New Haven & Hartford, organized and recognized January, 1908.

"2. Southern Railroad and allied lines, including the—

"3. Mobile & Ohio.

"4. Alabama Great Southern.

"5. Cincinnati, New Orleans & Texas Pacific.

"6. New Orleans & Northeastern.

"7. Alabama & Vicksburg.

"8. Vicksburg, Shreveport & Pacific.

"9. Georgia Southern & Florida.

"10. Virginian & Southwestern, organized and recognized December, 1908.

"11. Denver & Rio Grande, organized, 1908; recognized, 1909.

"12. Wabash Railroad Co., first joint action, 1902; federation organized, March, 1909; federated agreement, June, 1909.

"13. Seaboard Air Line, organized and recognized March, 1909.

"14. Canadian Pacific West.

"15. Canadian Pacific East, organized and recognized, 1908 or 1909.

"16. Minneapolis & St. Louis, including Iowa Central, organized and recognized, 1909.

"17. Missouri Pacific, St. Louis, Iron Mountain & Southern, organized, January, 1910; recognized, December 21, 1910."

Chairman WALSH, January, 1909?

Mr. WHARTON, 1910.

Chairman WALSH, When was it organized?

Mr. WHARTON, Organized January, 1910.

Chairman WALSH, And recognized December, 1910?

Mr. WHARTON, December, 1910.

Chairman WALSH, Have you a brief statement in there with reference to what intervened between the establishment and the recognition, how they approached it, what was done with the existing contract?

Mr. WHARTON, We can explain that.

Chairman WALSH, Then make a memorandum, please, and explain it or have somebody do it—what was done with the existing contracts of the crafts, and what negotiations were had between the officers of the road and the interested unions.

(See Wharton Exhibit at the end of this subject.)

Mr. WHARTON [reading]:

"18. Richmond, Fredericksburg & Potomac, organized February, 1910; recognized same year.

"19. Fort Smith & Western, organized and recognized 1910.

"20. Chesapeake & Ohio, organized and recognized 1910.

"21. Atlantic Coast Line, organized and recognized 1910.

"22. Wheeling & Lake Erie, organized March, 1911; recognized same year.

- "23. Virginian Railway, organized and recognized 1910.
- "24. New Orleans, Mobile & Chicago, organized and recognized 1911.
- "25. Chicago & Alton, organized 1911; recognized 1912.
- "26. Canadian Northern, organized 1911; recognized same year.
- "27. Quebec Central, organized 1911; recognized the same year.
- "28. Norfolk & Western, organized and recognized 1909.
- "29. Chicago, Rock Island & Pacific and Chicago, Rock Island and Gulf Island Railway system, organized and recognized 1911.
- "30. St. Louis & San Francisco and St. Louis & San Francisco of Texas, organized December 12, 1910; recognized in 1913.
- "31. Trinity & Brazos Valley, organized and recognized in 1910.
- "32. Kansas City, Mexico & Orient, organized October, 1911; met officials February, 1912; federated agreement signed up August, 1914.
- "33. Norfolk & Southern, organized and recognized 1911.
- "34. Atlanta, Birmingham & Atlantic, organized and recognized 1911.
- "35. Intercolonial & Prince Edward Island Railway, organized and recognized 1911.
- "36. Chicago & Eastern Illinois, organized December 12, 1910; recognized December 1, 1913.
- "37. Georgia & Florida Railroad, organized and recognized about 1911.
- "38. Missouri, Kansas & Texas, organized April, 1911, and recognized July, 1913.
- "39. Raleigh, Charlotte & Southern, organized and recognized 1911.
- "40. Wabash-Pittsburgh Terminal, federated agreement, October, 1913.
- "41. Missouri, Oklahoma & Gulf and Midland Valley Railways, organized 1912.
- "42. Terminal Railroad Association of St. Louis, St. Louis Merchants Bridge Terminal Railway, and Wiggins Ferry Co., organized 1912; recognized June 1, 1913.
- "43. Colorado Southern Railroad, organized and recognized 1911.
- "44. New Orleans Terminal Railroad Co., organized 1911; recognized September, 1913.
- "45. Texas Pacific Railroad, organized 1911; recognized 1912.
- "46. International & Great Northern, organized 1912; recognized September 1, 1913.
- "47. Kansas City Southern Railroad, organized 1912; recognized August 15, 1913.
- "48. Denver & Salt Lake Railroad, organized 1913; recognized 1913.
- "49. Delaware & Hudson, organized and recognized 1912.
- "50. Missouri & North Arkansas, organized 1913; recognized January, 1914.
- "51. Boston & Maine, organized and recognized June and July, 1914.
- "52. Coal & Coke Railway, organized and recognized June and July, 1911.
- "Of the above number approximately 30 were recognized and working under federated agreements prior to September 30, 1911.
- "System federations are organized on the following railroads, but have not yet negotiated for federated agreements:
 - "1. Chicago & North Western Railway.
 - "2. Chicago, Milwaukee & Puget Sound.
 - "3. Central of Georgia Railway.
 - "4. Northern Pacific Railway.
 - "5. Cincinnati, Hamilton & Dayton.
 - "6. Western Maryland.
 - "7. Chicago, Indianapolis & Louisville.
 - "8. Denver & Fort Worth.
- "System Federations were organized on the Illinois Central and Yazoo & Mississippi Valley Railways in May, 1911.
- "On the Harriman lines, namely, the Union Pacific, Southern Pacific, Oregon-Washington Railway & Navigation Co., Oregon Short Line, Houston & Texas Central, Houston East & West Texas, Galveston, Harrisburg & San Antonio, San Pedro, Los Angeles & Salt Lake, Texas & New Orleans, and the Arizona & Eastern Railways in June, 1911."
- The question that you asked with reference to the declination of the officials—

Chairman WALSH (Interrupting). Take a few of those: For instance, for one year, or two years, or three years; take the Illinois Central and a few others and briefly state what the negotiations were.

Mr. WEARTON. The general manner of procedure would be the perfection of an organization first—a meeting of the different district organizations of the

crafts which were to compose the federation on that system; that is, the representatives of each craft would be called to meet, and at that meeting they would draft a set of laws which would be their governing laws, or govern the actions of the federation from that time on, these laws being subject to their approval. Generally, then, agreements had been so arranged that they all practically had the 30-day clause—the necessary notice of desire to open negotiations by either party. If the business conditions were satisfactory, or rather favorable, from the viewpoint of the men, the question of opening negotiations for new agreements were agreed to, a new schedule embracing a set of general rules which would apply to all trades, including such special rules as applied to the different conditions of each trade, which could not be embodied in a set of general rules, and would be adopted and presented with a 30-day notice to the officials of the company. This notice was for the purpose of securing a conference.

In some instances a notice would be sent in by the secretary and president of the federated board. In other instances it was found inexpedient, and the method adopted of each organization notifying the management, and in practically all cases where the objections were made to treating with the federated committee a conference was held, and instead of there being any result other than that of friendly relations the men would talk the matter over, and in the course of the year that followed a better understanding would have been arrived at, and an agreement or negotiations would later result. Sometimes it might have been, for purely local reasons, that would cause the men to withdraw. I have one case particularly in mind on the Kansas City, Mexico & Orient, where the federation, I think, was organized and in existence something like 18 months, and in first presenting their proposed agreement the company met the joint committee and discussed the matter with them very thoroughly and seemed to satisfy the men at that time that possibly they had been a little hasty in presenting that form of agreement. As a result the men returned to their homes and withdrew the proposed joint agreement and a year later presented a new joint agreement. The negotiations resulting in federated agreement being signed up.

Chairman WALSH. Has there been any case except that of the Illinois Central where they absolutely refused to meet?

Mr. WHARTON. To my personal knowledge, that is absolutely the only case where the officials have refused to discuss the matter with the men.

As a result of the declination of the officials of these systems to either meet or treat with the duly authorized representatives elected by the employees a strike was inaugurated on the 30th day of September, 1911, the immediate purpose of which was to bring about a conference between the officials of these companies and the committee elected by the employees.

The employees on the Pere Marquette Railroad became involved in a strike between the dates of May 17 and 28, 1915. A System Federation was in existence on this road, but the strike resulted from other and specific causes.

St. Louis, Mo., March 9, 1915.

(Important.)

DEAR SIR AND BROTHER: A letter from Attorney F. Comerford notifies us that the Harriman and Illinois Central will be heard in Chicago by the Industrial Relations Committee April 5.

While the proposed investigation has principally to deal with the conditions responsible for the strike on the Harriman and Illinois Central lines, brought about by the refusal of the railroad officials to treat with the shopmen as a federated body, it undoubtedly will be far reaching in its scope, and we desire to introduce evidence to prove our case and the necessity of federation for better protection. Many railroads had previously recognized federation and favored this method of dealing with their employees; many others have since adopted the same policy, clearly proving the unwarranted antagonism of the Harriman and Illinois Central officials against this form of organization.

We desire to secure the following information to be presented before the council meeting on March 29, to be used in preparing data for the Industrial Relations Commission.

State cause leading up to the formation of your system federation.

Date of organization and first federated agreement, if any.

Will also appreciate any additional information on this subject.

Please give this matter your earliest possible attention.

Fraternally, yours,

JOHN SCOTT, *Secretary-Treasurer*
A. O. WHARTON, *President*.

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This letter was sent to all these men.

Chairman WALSH. What was the date of the first Federated System organization? That is, commencing in what we might call this later period, of this 52 that you speak of.

Mr. WHARTON. Yes; 1908.

Chairman WALSH. That was signed by the officers of what department?

Mr. WHARTON. Railway employees' department.

Chairman WALSH. American Federation of Labor?

Mr. WHARTON. American Federation of Labor.

M., K. & T. RAILWAY,
Denison, Tex., March 15, 1915.

Mr. A. O. WHARTON,
President Railway Department A. F. of L., St. Louis, Mo.

DEAR SIR: Replying to your letter of March 9, in which you inquire as to reasons for forming a system federation of shop trades on the M., K. & T. railways. Many years' experience proved that our craft organization was not effective in securing fair working conditions, or a rate of wages that would compare with that received by the skilled trades outside the railway service, or that was at all adequate for the kind of service required.

The small increases in pay we were able to secure from time to time did not keep pace with the increased cost of living, and they were more than offset by the company's policy of continual retrenchment. We saw the different crafts defeated and crushed in detail on our system and other roads when they made a stand for fair treatment.

We finally became convinced that federation was necessary to secure justice from our highly organized employers. We also believed this form of organization would be an advantage to the company as well as the men on account of the time that could be saved by negotiating agreements jointly.

Our federation was organized April, 1911.

Yours, fraternally,

FRANK MUNIER,
Chairman Board of Adjustment, M., K. & T. System Federation.

M. & I. SYSTEM,
Minneapolis, Minn., March 15, 1915.

Mr. A. O. WHARTON,
President Railway Employees' Department, A. F. L., St. Louis, Mo.

DEAR SIR: In reply to your letter of March 9, and the information you ask for, will state that the causes leading to the formation of our System Federation was the unsatisfactory results obtainable by the single-craft method of organization to gain working conditions and wages that we believed we were justly entitled to.

The M. & St. L. and Iowa Central were consolidated in 1912, I believe, and are now known as the Minneapolis and St. Louis Railway.

In 1908 the Iowa Central attempted to abrogate the craft agreements and reduced wages. This resulted in a strike in which all crafts participated, a federation was organized, and on the termination of the strike in 1909, which resulted favorable to the men, a federation agreement was signed up and has since been renewed from time to time to the satisfaction of the men and company.

The federation was extended to include the entire M. & St. L. system on June 1, 1914, but owing to the unsettled industrial conditions no attempt has been made to negotiate a new agreement.

Fraternally, yours,

J. G. LITTLE, *Secretary-Treasurer.*

SEABOARD AIR LINE RAILWAY AND ALLIED LINES,
Savannah, Ga., March 15, 1915.

Mr. A. O. WHARTON,
President Railway Employees' Department, A. F. of L., St. Louis, Mo.

DEAR SIR: In answer to your letter of March 9, I would state the Seaboard Federation was organized March, 1909, and have since that time been in conference with officials and signed agreements three times, all times agreeing with officials on rules and rates. Previous to 1909 we had four organizations that had agreements with company, and it would take about 30 days for com-

mittee of eight machinists, superintendent motor power, master mechanic, clerk and stenographer to come to a settlement for machinists alone, then from two to three weeks for boiler makers, the same for blacksmiths, the same for carmen. This represented about three months' actual time for the officials of the company and the different committees. We had agreements for the four crafts which was very expensive to the men on the system, and also the company. Now the last agreement for machinists, boiler makers, painters, carmen, blacksmiths, and pipemen, we spent about two weeks and accomplished more for the men at about one-fourth the expense. This was one of the main reasons we organized a federation on the S. A. L.

Personally, I believe the company is very glad to have one committee representing all employees at a conference, instead of meeting various committees, about every month of the year, as we formerly had to do.

We have also succeeded in bringing about a satisfactory adjustment of a number of very difficult cases affecting the different crafts, any of which may have resulted in a serious situation, had it not been for the efforts and influence of the federation.

Hoping this information may be of some use to you, I am,

Fraternally, yours,

H. M. FALLON.

207 East Wallberg Street.

He was the president of that system organization.

K. C., M. & O. Ry.,
Wichita, Kans., March 16, 1915.

Mr. A. O. WHARTON,
President Railway Employees' Department, A. F. of L., St. Louis, Mo.

DEAR SIR: In reply to your favor of March 9 will say in this section of the country a separate craft agreement was not worth the paper it was printed on, for the reason that the company would keep cutting things out and by the end of one year the agreements would be no good, and things they had agreed to they would interpret the wrong way to suit the company.

We all got dissatisfied and on October 31, 1911, we called for a meeting of all crafts. At this meeting it was decided that no craft be allowed to ask for separate agreements. We had committees from all the crafts draft a proposed agreement. On February 26, 1912, we met the company, but were refused a federated agreement. The chairman was told that we could get a separate craft agreement; we informed the company that we would meet them the next day at 10.30 a. m., and we were offered the single craft agreement. We informed the company that we would not accept craft agreements. At this they refused to meet our federation, so we went back to work and strengthened our cause in every way possible. We waited until August 3, 1914, when we again met the company. This time we were successful and secured a federated agreement, effective September 1, 1914.

This has been the longest time in the history of the K. C., M. & O. that peace and satisfaction has reigned. The company seems to be just as well pleased as the men.

Fraternally, yours,

J. F. PERRY, *Secretary No. 1.*

526 South Millwood, Wichita, Kans.

WHEELING & LAKE ERIE RAILWAY,
Massillon, Ohio, March 17, 1915.

Mr. A. O. WHARTON,
President Railway Employees' Department, A. F. of L., St. Louis, Mo.

DEAR SIR: Replying to yours of March 9, our object or cause in forming this federation was the lesson we learned from the efforts of the machinists on the B. & O. & B. & O. S. W. at the time of their strike when they went our single handed and tried to better their conditions. This will show that federations were formed for protection of shop crafts and not to ask for unreasonable demands, as some railroad companies seem to think.

Our first federated agreement was obtained in 1911.

W. & L. E. System Federation, No. 22, was instituted in March 1911, and changed to No. 23 last fall, when we took out a charter from the reorganized department.

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In getting our agreements we have had our differences with the railroad officials, but when everything was settled all petty differences were soon forgotten and harmony prevailed between employees and employer.

Fraternally, yours,

C. P. BURKHART, *Secretary No. 23.*

WABASH RAILROAD,
Decatur, Ill., March 11, 1915.

Mr. A. O. WHARTON,
President Railway Employees' Department, A. F. of L.,

St. Louis, Mo.

DEAR SIR: Your letter of March 9 came to hand to-day and contents noted. In reply will give you all the available information I have on the subject. That will be during my connection with the Wabash Railroad.

The first move along the federation line on this road was made in November of 1902. The boiler makers at that time had been out on strike two weeks, when the other crafts saw the necessity of pulling together for their own protection. They walked out in sympathy on November 2, 1902, and were out four weeks. The outcome of this first effort was a 2-cent increase for mechanics and 1½ cents for helpers. It was a joint affair, but the agreements were made between crafts and were mostly verbal. The mechanics received with the increase added a prevailing rate of 28 cents per hour and a 10-hour day. From this time till 1909 the men became involved in several strikes, with the result that their prevailing rate at that time had been raised to 32 cents. It seemed up till this time that either one craft or the other would start something and whoever started seemed to suffer the worst. There was always a strike to get a raise, and the men lost more in the time lost than they gained with their raises obtained. In 1907 the company abrogated all their agreements. Through 1908 the men began talking federation, and in January, 1909, the company called in the blacksmiths' committee and tried to get them to sign up an agreement with them which was absolutely unfair. They notified the management that they were not prepared to negotiate an agreement at this time but would notify them at a later date when they would meet them. The crafts all got busy, and the result was that a federation was organized on March 27, 1909. This federation worked on the case until the latter part of August, when they presented the first joint agreement. This federation was composed of the machinists, boiler makers, blacksmiths, and tanners and pipemen. After the first agreement had been presented the carmen came into the organization and asked to be taken in with the agreement. After about two months of parleying the federation secured recognition for them and the agreement was signed up in December of that year. Since the organization of the federation there has never been a strike. At times different crafts have voted a strike, but have never failed to abide by the federation rules. The result is that the men have been raised till their prevailing rate is now 38 cents per hour. They have as good an agreement as any in the country; they have reduced the working hours to 9 hours for the day. They have made a test of the 8-hour day, and the company is satisfied to grant it when it becomes general. The company would sooner meet the men now as a federation than any other way and have hinted that they would be glad to see all roads in certain territory meet as districts. The federation has been a blessing to the men, an advantage to the company, and has certainly proven its worth to the men on this system. If I can be of any further assistance in this matter kindly let me know.

Fraternally, yours, *

ALBERT OWEN, *Secretary-Treasurer.*

436 North Third Street, Decatur, Ill.

Commissioner ARNOLD. What road was that, please?
Mr. WHARTON. Wabash Railroad. [Reading:]

4

CHICAGO & NORTH WESTERN RAILWAY,
Chicago, Ill., March 12, 1915.

Mr. A. O. WHARTON,
President Railway Employees' Department, A. F. of L.,
St. Louis, Mo.

DEAR SIR: Replying to your request of March 9, the North Western System Federation was organized April, 1909, under charter of railway department,

and has been a continuous member of that department since. Causes which led to our organizing as a system federation may be summarized as follows:

Previous to organization as a system federation we found that our agreements were not enforced, only in the larger shops. At smaller shops and isolated points we found that our agreements were either ignored or evaded. Men working at some of these places were ignored altogether. Overtime clauses were in many cases ignored. Jurisdictional disputes were of common occurrence. Each craft was trying to get the best of the other, and the usual bitterness between crafts which follows conditions of this kind prevailed.

The benefits derived since the organization of a system federation may be summarized as follows:

Brought the different crafts closer together.

Less jurisdictional disputes.

More uniform shop conditions. (Overtime rates are the same all over the system where organization prevails.)

Better enforcement of agreements at isolated points.

More uniform rates of pay. (The blacksmiths, boiler makers, and machinists get the same rate, 41 cents all over the system in the M. P. Dept.)

Trusting this information may be of some value, I am,

Fraternally, yours,

J. W. FRANCIS,

Secretary-Treasurer System Federation.

FORT SMITH & WESTERN.

Fort Smith, Ark., March 15, 1915.

Mr. A. O. WHARTON,

President Railway Employees' Department, A. F. of L.,

St. Louis, Mo.

DEAR SIR: Your communication of March 9 duly received, and in reply will say that the employees of the Fort Smith & Western Railroad tried a number of times to get an agreement and an increase in wages as individual crafts, but each time they failed and were told that if they did not like their jobs they could quit. So in 1910, they organized a federation and succeeded in securing a working agreement and a small increase in wages.

In August, 1911, we secured better working conditions, and October 1, 1911, an increase in wages of 5 per cent.

From March to August, 1913, we had a number of conferences with the management regarding shop rules and an increase in pay. During this time all we got was the promise of an increase in pay commencing the 1st of October, 1913.

About the 1st of November, 1913, the agreement was made and the increase in pay granted with back pay for the previous month. Since the signing of the federated agreement everything has seemed to work in harmony. It brings the men of the various crafts closer together, creates more of a brotherly love for one's fellow workmen; also, far easier to settle grievances and disputes which arise in the shop, as we now get together and have them out among ourselves, while before they were taken before the officials of the road.

This also relieves the officials of a great deal of annoyance and trouble.

There are also other reasons why federation organization is superior to the craft organization, which at this time would occupy too much time and space.

Fraternally, yours,

E. WINFREE,

Sec'y.-Treas. Ft. S. & Western Sys. Fed.

499 South Sixteenth Street.

CHICAGO & EASTERN ILLINOIS.

Danville, Ill., March 18, 1915.

Mr. A. O. WHARTON,

President Railway Employees' Department, A. F. of L.,

St. Louis, Mo.

DEAR SIR: Your communication of March 9 duly received, and in reply wish to state that the labor organizations employed on the Chicago & Eastern Illinois Railroad organized into a system federation for the following reasons:

To bring together all organizations on the C. & E. I. Ry.

To prevent the introduction of piecework, bonus systems, physical examination, and unfair efficiency systems.

To shorten the hours of labor and establish a minimum wage scale for the employees in all branches of the railway service.

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To establish an agreement that will cover all branches of organized labor in the mechanical department that would bring about a more permanent and stable condition acceptable to the employer and employees alike.

By system federation agreements we can prevent strikes and lockouts to a great extent and by concerted actions reap the benefits of our labor.

To urge all members to adopt and carry out a plan of cooperation with all crafts, thereby eliminating strikes of an affiliated organization caused by jurisdictional disputes and the pitting of one craft against another by unfair employers.

The operation of railroads under Government supervision as to standardization of passenger and freight rates calls for the standardization of pay to the employees; this can only be gained by system federation.

Fraternally, yours,

THOMAS J. SHORT, *Secretary-Treasurer.*

Mr. WHARTON. I have a statement here of a man who was one of the general officers of the boiler makers' organization and I believe was present during many of the negotiations and organization of practically all of the southeastern railroads. It is as follows:

PORTSMOUTH, VA., *March 18, 1915.*

Mr. A. O. WHARTON,

President Employees Department, St. Louis, Mo.

DEAR SIR: In reply to your circular of the 9th, requesting information on the important question of system federations on railroads, including the Harri-man and Illinois Central lines, and their possible effect in negotiating agreements between the railroad companies and their shopmen, I desire to say that from close, as well as practical, experience in connection with system federations on the principal railroads of the southeastern district, that such a movement has brought about a condition of affairs most gratifying to capital and labor from an industrial standpoint, as no strike has occurred since the formation of railroad federations in 1908, of serious nature.

I further desire to say that the railroad companies were responsible for the federated craft movement, because of their intense opposition while in conference with single craft organizations in their plea for humane working conditions, as well as fair wages to support those depending on them.

It is also true that some railroad companies favor a federation of their shopmen, as it has a tendency to save time, as well as expense to both parties at issue. In their negotiations with a duly authorized committee representing all the shop crafts affiliated in a federation.

If the railroad corporations of America would only realize the importance of the employees railway department of the American Federation of Labor as a factor in preventing industrial disputes, as well as serious labor complications, that could be avoided when handled with due deliberation and business judgment by both parties at issue. If such was done, investigations by industrial commissions would not be necessary; but just as long as corporations can only look at their own individual interests in the industrial field, labor will continue these efforts for human rights, which every American citizen is entitled to according to the law of self preservation.

Fraternally, yours,

THOS. NOJAN.

This is the Frisco Railway system, dated Springfield, Mo., March 19, 1915, as follows:

Mr. A. O. WHARTON,

President Railway Employees Department, A. F. of L., St. Louis, Mo.

DEAR SIR: Yours of March 9, requesting information as to why we organized a system federation received.

Our federation was organized December 12, 1910, for at least four reasons:

First. To reduce the cost of securing agreements.

Second. To keep the company from using one craft to fight another.

Third. To become more closely allied for our mutual protection.

Fourth. Following the example set by our employers in order to meet with them on matters pertaining to our welfare on somewhat of an equal footing.

Our first federated agreement was secured September 15, 1913.
Trusting this will be of some service to you, I remain,
Fraternally, yours,

CHAS. CHUMLEY,
Sec'y-Treas. Frisco System Federation No. 22.

The following is from the Intercolonial and Prince Edwards Island Railways, dated Moncton, New Brunswick, March 18, 1915, as follows:

Mr. A. O. WHARTON, *

President Railway Employees Department, A. F. of L., St. Louis, Mo.

DEAR SIR: Your communication of March 9 received, and in reply will say that as individual organizations we felt our weakness on many questions of importance to us. Finally, we decided to form a local federation for the purpose of procuring a shorter workday. In this matter we were successful in reducing our hours of labor from 10 to 9 hours per day, receiving the same wages for the 9 hours as we did for the 10 hours, and in cases where there was a fraction of 1 cent per hour we got the benefit; we also received 1 cent per hour over and above what we were receiving for the 10-hour day. We also received a federated schedule with the management, and have been working under such schedule since February 1, 1913, and all matters are now handled by the federation, and we feel that we never could have accomplished what we have in a couple of years in any other way than by federation. You understand our hourly rates have been increased from 3 to 4½ cents per hour, which we consider is alone sufficient to satisfy our membership that federation is an advanced step over the individual organization and the management can now deal with five or six organizations in the same time they used to take to deal with one.

We would not think of giving up our federation, for we see the benefit of it. I remain,

Yours, fraternally,

L. McKINNON, *Secretary-Treasurer.*

Commissioner GARRETSON. Is that railway a privately or a publicly owned and operated railway?

Mr. WHARTON. The Government owns it.

Commissioner GARRETSON. The Government owns and administers the road?

Mr. WHARTON. Yes.

The Rock Island Railway, dated Kansas City, Mo., March 24, 1913, as follows:

Mr. A. O. WHARTON,

*President Railway Employees Department, A. F. of L.,
Suite 5-6, Ohio Building, St. Louis, Mo.*

DEAR SIR: Answering your letter of recent date regarding the benefits derived by the men by forming federations of shop crafts on railroads, will say: The machinists, boiler makers, blacksmiths, sheet-metal workers, and carmen, together with their helpers and apprentices on the Rock Island Railroad, formed a federation, and in 1911 negotiated an agreement with the Rock Island Co.

We found this method of organization of benefit to all the men employed.

First. It greatly reduced the cost to the men of obtaining an agreement. Under the old system of craft agreement it was necessary for each craft to send a committee to the company officials and to spend weeks negotiating an agreement. One craft followed another, and although one craft had signed an agreement, the craft following was compelled to again go over the same ground covered by the craft ahead of them. After the formation of the federation a committee, smaller in some instances than the committee representing a single craft, oftentimes negotiated an agreement covering all the men in all crafts in about the same length of time formerly taken by a single craft committee. This greatly reduced the cost to the men and was also of benefit to the railroad company in that it did not take so much of their time when making agreements.

Second. It standardized the rules, and it insured equal treatment to all employees. Previously, under craft agreements, there would be different interpretations of certain rules or, perhaps, different wording in the rules that caused confusion both to the men and to the company, and resulted in more grievances arising to be settled.

Third. We found under the old method of craft agreement that the railroad companies were using one craft against another for the purpose of defeating any betterment of working conditions. The federation of those crafts eliminated this condition.

Fourth. We knew that the railroads were in a manner federated, through associations of general managers, etc.; and if this form was good for them, a similar form of organization became a necessity for the protection of the men.

Fifth. Under the craft form of agreement the company would, by various methods, take certain conditions from one craft. After this was accomplished that fact was then used as an argument against other crafts having a similar rule. The federation form of organization eliminated that condition.

There are other good reasons, aside from those shown above, not the least of which was the absolute necessity of a stronger organization on the part of the men to successfully combat a rapidly growing tendency on the part of the railroad companies, which was the result of organization on their part, to get all crafts on all roads to a common level as regards rules and rates of pay and thereby destroy the argument the men had of showing better rules and rates of pay on other roads.

The shop employees on the Rock Island have been working under a federated agreement for three and one-half years, and we find it efficient and economical. It has greatly reduced the number of grievances arising and has been beneficial to both the employees and the company.

The company at first seemed to greatly fear the federated form of organization. The manner of handling agreements and grievances under the agreement and the rapid manner in which grievances are being eliminated proves their fears groundless.

Yours, fraternally,

H. J. CARR,

Chairman Executive Board R. I. Federation.

New York, Ontario & Western Railway, dated March 25, 1915, as follows:

Mr. A. O. WHARTON,

President Railway Employees' Department, A. F. L., St. Louis, Mo.

DEAR SIR AND BROTHER: Previous to July, 1911, the various crafts on the N. Y., O. & W. R. R. worked for their own individual welfare. This had many drawbacks to the organization, as well as to its members, taken separately. Now, when negotiations were under way for a new agreement, each craft would elect its delegates, and a time would be set with the railroad management for a hearing.

For example, the machinists to-day, boiler makers to-morrow, the blacksmiths the next day after, etc. Now, the delegates of the machinists from all points of the railroad would meet here to-day, and their business could not be completed for various reasons; but as the boiler makers had to-morrow and the blacksmiths the next, the machinists would have to wait until the first vacant day to finish their business. Probably the same would happen to the other crafts, making expense to that individual craft, taking men from their work an unnecessary length of time, besides often keeping men from duties which necessitate their being in their respective stations.

One can readily see how the above is detrimental to the employees, also the railroad company.

Each craft seemed to be working against the others, and matters did not move as smoothly as desired for the benefit of the men. It was also taking a great amount of valuable time from the railroad officials. Hence on July 1, 1911, delegates of the different crafts from all points of the N. Y., O. & W. met to determine if something could not be done to overcome the obstacles. After much careful consideration, it was decided to form a system federation. This body was guided by a set of rules; and while it was not recognized by the heads of the company until later, its cooperation was perfect, and the different crafts could not help but see the benefits derived therefrom.

On July 1, 1914, the N. Y., O. & W. Co. met the System Federation as a whole. The results were beneficial both to the company and the men. This is especially noticeable in the time taken to bring matters to a close. You see all crafts represented have a hearing on the same day at the same time; thus all crafts know what is being done by the others and what is being received by them. It is strikingly noticeable that this eliminates any contention among the men involved and is a great preventive of strikes, because the larger the body

of men the less liability of their striking, it being such a simple matter to get them together to reason with them and, if need be, control them.

Thus you will perceive the many advantages of the System Federation on the N. Y., O. & W. according to the men, as well as the management itself.

Fraternally, yours,

CHAS. D. MCCARTHY,
Secretary-Treasurer.

New York, New Haven & Hartford Railway, Roslindale, Mass., March 26, 1915, as follows:

Mr. A. O. WHARTON,
*President Railway Employees' Department, A. of L.,
St. Louis, Mo.*

DEAR SIR: Your favor of March 9 received, requesting information about why we formed our federation, and when.

Our federation was formed as a protest against piecework some time about the month of January, 1908.

I beg to remain,

Yours, fraternally,

ROBT. HENDERSON,
Sec'y-Treas. System Fed. N. Y., N. H. & H. R. R.

I will say that the piecework was not introduced as a result of the organization of the federation on that system.

The officials of the Illinois Central and Harriman lines are on record to the effect that they were unalterably opposed to the recognition of the System Federation. We herewith quote from a printed circular issued October 12, 1911, by General Manager W. L. Park, of the Illinois Central:

"So far as the System Federation is concerned, the Illinois Central management makes no secret of its opposition for the reasons already mentioned. It refuses to be placed in the position of giving any encouragement, even by inference, that will lead its employees to believe it will recognize the federation."

Mr. J. Kruttschnitt, chairman of the executive committee, speaking for the Harriman lines in a conference held with the general officers of the organizations in San Francisco early in September, 1911, made a similar statement, although couched in different language.

As a matter of fact, we desire to state that there has never been an authorized strike on any railroad system, where a federated committee has been recognized and a federated agreement signed up. This statement refers to federated agreements signed and in effect since early in 1908. There has been but one unauthorized strike. This occurred on the Missouri, Oklahoma & Gulf, a very small road, and if the railroad officials had been willing to permit the men to return to work under their old agreement, the general officers would have ordered the men back. This the company refused to do, and the strike was then declared to be a legal one.

We believe this record, together with the fact that many railroads admit that they prefer to deal with a federated committee, speaks for itself and places the responsibility for the Illinois Central and Harriman lines strike on the shoulders of those who declined to meet or treat with a federated committee. Knowing the men as we do, it has always been our opinion that by giving the committee a hearing the railroad officials would have paved the way for a peaceful and mutually satisfactory adjustment of the existing differences.

The reorganization of the railway employees' department not being consummated until some time after this trouble occurred, others more familiar with the details of these strikes will no doubt be called again.

The following letters were exchanged between the railway department and the Association of Western Railways, and are introduced as evidence of one of the many efforts put forth by the organization to bring about a settlement.

ST. LOUIS, MO., May 8, 1912.

Mr. W. A. GARRETT,
*Chairman General Managers' Association of Western Railroads,
Heiser Building, Chicago, Ill.*

DEAR SIR: The officers whose signatures and titles appear attached hereto, acting for the membership of their respective organizations and by the au-

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thority of a convention held in Kansas City, Mo., April 15 to 23, inclusive, desire to enter into arrangements for a conference between the General Managers' Association of Western Railroads or the duly authorized representatives of said association.

The object of this conference to be the bringing about of a settlement of the strikes now in effect on the M., K. & T., Illinois Central, and the roads generally designated as the Harriman lines.

If it be the disposition of the railway managers or those whom they represent to enter into negotiations for this purpose, we are of the opinion that the first great step will have been taken in establishing a more universal and permanent peace between the railroads and the men employed by them, which result will be of mutual benefit to all concerned.

Back of this request there is a real desire on our part to be of such service as we can in bringing about a complete understanding, and an understanding that will practically eliminate strikes and their attendant losses.

We believe that the time has arrived when employer and employee must recognize that each have rights which must be respected.

Trusting that your association will see the possibilities of a meeting of this character and that this communication will receive your serious and favorable consideration, we remain,

Very respectfully, yours,

Wm. H. Johnston, President Machinists and Helpers; J. W. Kline, President Blacksmiths and Helpers; M. F. Ryan, President Railway Carmen; Jno. J. Carrigan, President Railway Clerks; Geo. F. Hedrick, President Painters and Decorators; J. A. Franklin, President Boiler Makers and Helpers; M. O'Sullivan, President Sheet Metal Workers; James Wilson, President Pattern Makers; J. T. Kinsella, President Steam Fitters and Helpers; A. O. Wharton, Chairman.

P. S.—Address all communications to A. O. Wharton, Room 305 Howard Building, St. Louis, Mo.

Under date of May 21, 1912, the following reply was received, addressed to the officers named previously:

THE ASSOCIATION OF WESTERN RAILWAYS,
Chicago, May 21, 1912.

Mr. William H. Johnston, president Machinists and Helpers, 405 McGill Building, Washington, D. C.; Mr. J. A. Franklin, president Boiler Makers and Helpers, Suite 7, Law Building, Kansas City, Mo.; Mr. J. W. Kline, president Blacksmiths and Helpers, 324 Dearborn Street, Chicago; Mr. M. O'Sullivan, president Sheet Metal Workers, Nelson Building, Kansas City, Mo.; Mr. M. F. Ryan, president Railway Carmen, 509 Hall Building, Kansas City, Mo.; Mr. James Wilson, president Pattern Makers, 403 Keave Building, Cincinnati, Ohio; Mr. John J. Carrigan, president Railway Clerks, 307 K. C. Life Building, Kansas City, Mo.; Mr. J. T. Kinsella, president Steam Fitters and Helpers, 357 West Sixty-third Street, Chicago; Mr. George F. Hedrick, president Painters and Decorators, La Fayette, Ind.; Mr. A. O. Wharton, Room 305 Howard Building, St. Louis, Mo.

GENTLEMEN: Acknowledging receipt of and in reply to yours of the 8th instant advising your desire to bring about a conference between the General Managers' Association of Western Railways, or their duly authorized representatives, and the officers of the various organizations to whom this letter is addressed, for the purpose of "bringing about of a settlement of the strikes now in effect on the M., K. & T., Illinois Central, and the roads generally designated as the Harriman lines."

This association is entirely without knowledge of, jurisdiction, or authority in the matter referred to and can take no action in the controversy between the railroads mentioned in your letter and their former employees.

By order of the executive committee,

Respectfully, yours,

W. A. GARRETT, Chairman.

Chairman WALSH. Was there a strike on the M. K. & T. before this agreement was entered into?

Mr. WHARTON. That was one of the roads on which we had craft troubles; at the time the carmen were on strike on the M., K. & T. system.

Chairman WALSH. Was the strike over the question of introducing the Federation System?

Mr. WHARTON. No; It was a case of pitting one craft against another and denying rights to carmen that were granted to others.

Chairman WALSH. Was the Federation System introduced on the M., K. & T. after this strike?

Mr. WHARTON. Yes. (Reading:)

St. Louis, Mo., June 26, 1912.

Mr. W. A. GARRETT,

Chairman General Managers Association of Western Railways,

Chicago, Ill.

DEAR SIR: Acknowledging receipt of your favor dated May 21, which was in reply to a communication sent you under date of May 8, by the undersigned officers, we have duly noted contents, and regret that the Association of Western Railways assumes to be without knowledge of, jurisdiction, or authority to arrange a conference for the purpose as outlined in communication previously sent you.

Since the exchange of the communications above referred to, we find ourselves in a position which, to us at least, appears to have altered the situation to the extent of warranting that another effort be made to arrange a conference with the object in view of bringing about a peaceful solution of the labor disputes now going on, and the maintenance of peace in the future.

We believe that a conference will at least prove beneficial, even though we may be unable to accomplish all that we have in mind. It is our desire to place a number of matters squarely before the Association of Western Railways, matters that have to do with the future as well as the present.

A desire exists on our part to bring about a more permanent and stable condition of affairs. We believe that the Association of Western Railways should be interested in this proposition to the extent of meeting the undersigned in conference, if not, then they must be considered responsible for any subsequent action on the part of the employees, who have been thus denied an opportunity of presenting their side of the question.

Trusting this communication will receive your favorable consideration, we remain,

Very respectfully, yours,

Wm. H. Johnston, president Machinists and Helpers; J. W. Kline, president Blacksmiths and Helpers; M. F. Ryan, president Railway Carmen; Jno. J. Carrigan, Railway Clerks; Geo. Hedrick, president Painters and Decorators; J. A. Franklin, president Boiler Makers and Helpers; M. O'Sullivan, president Sheet Metal Workers; James Wilson, president Pattern Makers; J. T. Kinsella, president Steam Fitters and Helpers; A. O. Wharton, chairman.

P. S.—Address all communications to A. O. Wharton, Room 305, Howard Building, St. Louis, Mo.

The reply to it was as follows [reading]:

THE ASSOCIATION OF WESTERN RAILWAYS.

Chicago, July 11, 1912.

Mr. Wm. H. Johnston, president Machinists and Helpers, 403 McGill Building, Washington, D. C.; Mr. J. A. Franklin, president Boiler Makers and Helpers, Suite 7, Law Building, Kansas City, Mo.; Mr. J. W. Kline, president Blacksmiths and Helpers, 324 Dearborn Street, Chicago; Mr. M. O'Sullivan, president Sheet Metal Workers, Nelson Building, Kansas City, Mo.; Mr. M. F. Ryan, president Railway Carmen, 509 Hall Building, Kansas City, Mo.; Mr. James Wilson, president Pattern Makers, 403 Keavey Building, Cincinnati, Ohio; Mr. Jno. J. Carrigan, president Railway Clerks, 307 K. C. Life Building, Kansas City, Mo.; Mr. J. T. Kinsella, president Steam Fitters and Helpers, 357 West Sixty-third Street, Chicago; Mr. Geo. F. Hedrick, president Painters and Decorators, La Fayette, Ind.; Mr. A. O. Wharton, Room 305, Howard Building, St. Louis, Mo.

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GENTLEMEN: In reply to your favor of the 26th ultimo, asking for conference with a view of "bringing about a peaceful solution of the labor disputes now going on and maintenance of peace in the future."

The Association of Western Railways can not undertake to hold such a conference, being without knowledge of, jurisdiction, or authority in the matter referred to, as stated in my letter to you of May 21, 1912. The association has no original jurisdiction, and can not negotiate differences between its members and their employees, nor can it undertake to act in the capacity of arbitrator or mediator, as suggested in your letter, or to in any way enter into a dispute existing between the employees of any railways and their employing companies unless all parties to such dispute should agree and request that the matter be so handled.

By order of the executive committee.

Respectfully, yours,

W. A. GARRETT, *Chairman.*

As a matter of information, we herewith submit copies of federated agreements last signed up on the Southern Railroad and allied lines; the Wabash Railroad; the Missouri Pacific-St. Louis, Iron Mountain & Southern; the Chicago, Rock Island & Pacific, and the Kansas City, Mexico & Orient Railways. These we believe to be fair samples of the 52 federated agreements now in effect.

In outlining these agreements, I want simply to draw attention to some of the principal features of them, which simplifies the work of the agreements. They are practically headed in the same manner, starting out with "general rules" governing the crafts.

I desire to state that the general rules embodied in these federated agreements are practically a repetition of the same rules that existed in each one of the crafts' agreement prior to the signing of the federated agreement. This change resulted in standard rules for all the shopmen.

The men all work, or mostly work, in one shop under the supervision of the same authorities, and they were naturally very much controlled by any decision that would be arrived at by that management in handling the affairs of the shops.

But we found there were conditions that would creep in under the same management, different things; we found men working seven, eight, and nine hours a day in the same shop. And this brought about the greatest of dissatisfaction on the part of the men. The general rules in the federated agreement stopped or rather removed this cause of complaint.

We have also been placed in the rather peculiar position of being compelled to practically demand the most simple of sanitary regulations, even to the point of securing pure drinking water, and things of that kind. We were denied, sometimes in one department, because the other department had not made a demand for such a condition where the health of the employees was absolutely at stake, those requests were denied.

I have in mind one shop in particular in Little Rock, Ark., on the Missouri Pacific and Iron Mountain & Southern Railroad, the employees numbering hundreds under this one roof, the locomotive shop, possibly 700 or 800 men. The average number of men prior to about 1905 and 1906 that was in the hospital from that shop would run close to an average of 20 per day from malarial fever and chills, and kindred diseases, conditions native to that climate.

After we got purified water in there that number decreased pretty nearly 75 per cent in the next two years, the reduction in the average number of men laying off from those causes resulted in their reducing the number of men on their pay roll by a very large number. In other words, they used to have to carry 20 to 30 per cent more men than they actually needed in order to keep up the full complement of men who were able to work.

A committee—it took over two years to establish a condition in the shop whereby pure drinking water would be furnished, and it was the result of two negotiation periods of all the crafts, and in some instances as a result of one craft asking for a thing to be furnished, and the fact that the other crafts did not have it or had not asked for this particular thing would be used as a basis for refusal.

I do not desire to burden you with all the details. There are 52 of these.

Chairman WALSH. You may turn them in, if you will.

Mr. WHARTON. I will leave them with the commission.

(Witness submitted pamphlets referred to in printed form. They are entitled: "Agreement and General Shop Rules of the Machinists, Boiler Makers, Blacksmiths, Pipe Fitters, and Tanners and Helpers and Apprentices and the Wabash Railroad Co.; In Effect Apr. 17, 1914. Agreement Between the Following Organizations: Boiler Makers, Blacksmiths, Sheet Metal Workers, Machinists, Carmen, Painters, their Helpers and Apprentices, and the Missouri Pacific Railway Co., St. Louis, Iron Mountain & Southern Railway Co.; Effective Apr. 1, 1913. Joint Agreement Between the Rock Island Federated Trades and the C., R. I. & P. Railway and C., R. I. & G. Railway; Effective Mar. 1, 1913. Agreement Entered into Between the Kansas City, Mexico & Orient Railroad Co. and Kansas City, Mexico & Orient Railway Co. of Texas and the Following Organizations: Machinists, Boiler Makers, Blacksmiths, Carmen, Sheet Metal Workers, their Helpers and Apprentices; Effective Sept. 1, 1914. Agreement Between the Federation of Railway Employees and the Southern Railway and Allied Lines. Also By-Laws and Names and Addresses of Delegates to Fifth Annual Convention, held in Birmingham, Ala., Feb. 24 to Mar. 1, 1913.")

We also submit a copy of the constitution of the railway employees department of the American Federation of Labor.

(Witness submitted printed pamphlet entitled "Constitution and By-Laws of the Railroad Employees Department of the American Federation of Labor.")

In connection with this we desire to state that the aims and objects of this department are primarily and fundamentally—

- (a) To federate all recognized railway craft organizations.
- (b) To shorten the hours of labor to a maximum of eight hours per day.
- (c) To establish a minimum wage scale for all employees in all branches of railway service, in conformity with the principle that all who perform a useful or necessary service are entitled to earn a wage that will insure a decent living for themselves and those dependent upon them.
- (d) To enter into agreements that will establish conditions of employment, beneficial to the moral, physical, and mental development of all railroad employees.
- (e) To abolish the abuses connected with the physical examination and personal record systems, wherever established.
- (f) To reduce strikes and lockouts to a minimum, the department being pledged to a policy of mediation, conciliation, or voluntary arbitration as a means of adjusting questions which can not be settled otherwise.

We believe that the following questions come properly under the purview of the Commission on Industrial Relations:

The hospital service: To which employees are required to contribute their financial support, and on a vast majority of the railroads are denied representation on the managing board, have no voice in selecting the physicians and surgeons, and no financial accounting is ever made to them, showing how and to whom and for what purpose the funds collected are expended.

Insurance: A number of railroads have put into effect a plan of insurance. Employees who can pass the necessary physical examination are compelled to accept this insurance, payment for same being deducted from their earnings.

The old-age-pension plan, as well as the insurance plan, has a direct bearing on the question of employment and in a measure has been responsible for the adoption of rules precluding the employment of men physically and mentally in their prime.

The personal record and physical examination systems, their relationship and effect on the workmen in connection with the so-called scientific management, insurance, and old-age pensions.

Chairman WALSH. I have a question or two I would like to ask you?

I understood you to read from your statement there that there has been no strike, sympathetic or otherwise, on any of these systems, on which the Federated System has been recognized?

Mr. WHARTON. There has been none, excepting the M. O. & G., which I previously explained; only about 250 men being involved.

Chairman WALSH. Mr. Markham made a suggestion here to the effect that this would produce an influence upon the industries that were not within your own craft. You got that, I believe.

I want to ask you this: Has the question ever come up—in how many instances where the railway had objected to, for instance, the use of material which came from outside industries where they claimed the conditions were not fair to union labor?

Mr. WHARTON. There has never been a case come to my attention.

Chairman WALSH. Has the boycott been used in that or any other way through this system?

Mr. WHARTON. There has never been any such matters referred to this department, there has not been any such thing discussed or contemplated. In connection with the statement made by Mr. Markham I would like to explain, as an answer to the objection he made to our mechanical organization because of the nature of their membership, it is true that the organizations affiliated with this department have members working in the various industries of the country, but they are separate and distinct organizations, being of diversified character. Their laws are adapted so they will apply to the different industries in which their members are employed.

For instance, in the railroad industry the railroad men absolutely handle the railroad business, subject to the general laws of the organization and the general officers of the organization. It has its executive council and international president. Right in line with that, the laws of this department recognize the laws of each affiliated organization, and in turn the general presidents of these organizations compose the executive council of the department.

If we desire, for instance, to inaugurate a strike on the railroads, it would be necessary for the members of the organization affiliated to this department to take a vote. The grand lodge officers haven't got the authority that Mr. Markham said they had. He said that the grand lodge officers would order a strike, and he went on in a detailed explanation of one man power, and so forth. All of the organizations affiliated to this department, their constitution and laws require that the men must vote for a strike. The majority required by all of them except one is two-thirds. It requires a two-thirds majority of the vote in five of the organizations recognized by this department, and a three-fourths vote of the members of one of the organizations. No question of strike can be taken up by the departments until that power has been given by this affiliated membership. It then becomes a question for decision of the council, and the matter is referred to it for consideration, for conciliation, and every other method or means that might be considered as practical in avoiding a strike.

Mr. Markham spoke, I think, without absolutely any knowledge of this department or its affiliated organizations or its laws when he made the statement that he did.

Chairman WALSH. Mr. Markham drew a parallel between what might happen to this organization and with the trouble known as the A. R. U. Why could not that be so?

Mr. WHARTON. Because of the very nature of its formation, the A. R. U.—

Chairman WALSH. Briefly give us, then, if you can, the difference between the formation of the A. R. U. and this organization.

Mr. WHARTON. The A. R. U. was an organization holding as eligible to membership any man that worked on a railroad. It held its meetings in general assembly. Every man of every type, possibly 20 to 25 different classes of men that might be specifically mentioned, craftsmen, transportation employees, and so forth. These men who met in one hall would discuss matters generally. There was no system in their method. For instance, every particular line of work was concerned. It brought about confusion among the men. It brought about a situation where, if by accident a majority of one craft, we will say, as an illustration, there would be a meeting held at which there might be a hundred of one craft attending and something that would come up at that meeting which would be of importance to members of another craft of which there were possibly only 10 men attending, due to the fact there were only 10 of those men there that night, and the question came up did not interest the hundred in the other craft, they would overrule and override the request of those 10 men, and it brought about a feeling that the men could not secure justice within their own organization, resulting in a gradual separating of the men, and brought about a confusion and dissatisfaction within their own ranks. It was exactly the reverse effect of what its proponents claimed for it. And not only in the case of the A. R. U., but in several other organizations of a similar character that have been since and before started, everyone of them dissolved because of this and similar reasons they broke up because of internal dissension, and the absolute inability to control their own affairs to the satisfaction of the majority.

The difference between this form of organization and the organization as now represented in this department is that the department provides for the

autonomy of each organization; the craft organization has autonomy over all of its own affairs. It makes its own laws. If it has a grievance, that grievance would be handled by members of that organization. If through the failure of the regular plan of handling grievances an organization fails to secure a satisfactory adjustment, they would then be in a position to refer that matter to the joint board composed of all the board members represented in the federation on that system. It would then become the duty of the federation to pass upon that grievance, and that board after reviewing the evidence in the case and in some instances quite a number of them, we have found that through the advice of this advisory board, that the craft, where the personal feeling entered into the case, had been in the wrong, because of the advice and influence of the members of the other organization looking at it from a more impartial viewpoint the question in dispute would be withdrawn.

On the other hand, if it was decided that the grievance was a just one, the representatives of all the crafts would seek an adjustment by conference with the higher officials, and on up possibly to the highest official of the company who treated with committees.

Our experience in that respect has been to bring about harmony within our organizations by eliminating, to a very large degree, what might be termed "lapping over" of the jurisdiction of the various organizations.

These things I think have been settled more satisfactory to the men and to the company, avoiding what we might term disorganization in their shop organization from the employers' viewpoint.

I do not know of a single instance, and I am quite conversant with the conditions, generally speaking, in that respect, where the employer has regretted having made an agreement with the organizations as organized in this department. That is, generally speaking, the difference in the handling of the business is that we recognize the right of the craft organization itself in this department, but that organization, because of its affiliation with this department has a right to appeal to the department to secure its assistance in adjusting any grievance that may arise.

Chairman WALSH. Could you approximate for us the mileage of the 52 systems in which this has already been inaugurated?

Mr. WHARTON. Well, it would be a rather hazy approximation. I could give you the information, approximately.

Chairman WALSH. I wish you would give us the information, and submit it, will you, please?

Mr. WHARTON. Yes; I can easily give it to you.

(See Wharton exhibit at end of this subject.)

Chairman WALSH. Now, getting down to a few more details in this particular matter here: I will ask you, first, in the 52 systems where this form of organization exists, are the railway clerks in each one of them?

Mr. WHARTON. No.

Chairman WALSH. How many of them?

Mr. WHARTON. The railway clerks is an organization that has had a rather stormy career. They are now passing through practically the same experience that all the rest of the organizations of railway employees have passed through possibly 25 to 35 years ago.

Their efforts to secure recognition are being just as vigorously fought by the railroads as were those of the craft organizations, which have since secured recognition by reason of their persistency. They are being discriminated against in every section of the country where they attempt to organize.

There have been a number of cases referred to the Labor Bureau, the Department of Labor. And I believe that they have had representatives out on the Southern Railway; also on the Pere Marquette, and one or two other roads that I am not just sure of.

I believe that on the Illinois Central Mr. Markham mentioned the fact that the clerks struck at Memphis on September 25. That would be 5 days prior to the date that the strike order was issued, September 30. I understand that there were some 25 or 30 clerks summarily dismissed from the service down there for no other reason than the men could assign than that they were members of the organization. That resulted in the walkouts referred to.

The Boston & Maine and the New Haven & Hartford are two roads on which the clerks have agreements, I believe.

There are several others; this department has been divided into what is called two sections, the mechanical section and the transportation section.

The six organizations that we have named herein form the mechanical section at the present time, the Switchmen's Union of North America, the Brotherhood of Railway Clerks, and the International Brotherhood of Steam Shovel and Dredgemen represents the organization that constitutes the transportation department. The formation of this department as it is reorganized resulted from a desire to avoid unnecessary complications, reserving at the same time the right to protect its affiliated membership. I do not think that all of the organizations were entirely in harmony with recognizing every organization that might desire to become affiliated with this department, and as a result of that, at the last convention held in April, 1914, it was decided to establish the department on a basis recognizing what might be considered the basic trades in the railway industry. And that is the reason that the organizations in the mechanical section were limited to those organizations that are now recognized.

Chairman WALSH. Does your organization keep any statistics showing the trend of wages from which could be obtained any definite and reliable data as to the pay of railway clerks? That is, the trend of the pay of railway clerks?

Mr. WHARTON. No; we have no such department as that in the organization.

Chairman WALSH. You heard the comment of Mr. Markham upon that particular subject in which he said one demand was that the railway clerks be recognized in this system and that it was inadvisable to do so on account of the intimate relations existing between the clerks in many instances and the officers of the company. Have you any comment to make upon that?

Mr. WHARTON. Nothing; except I think it was absolutely unfounded. Our relation with the clerks so far as any connection with the service never, in my experience, has had a tendency to prove the statements made by Mr. Markham.

Chairman WALSH. Is it akin to the same question, or is it not akin to the same question that arises with reference to the acceptance of foremen of outside industries into the union? A line seems to be drawn, I notice in many places, by employers—and very fair ones it seems to me—between the class of employees that have intimate relations with the administration of the business from the employers' standpoint.

Mr. WHARTON. Well, I think that might be true to a certain extent in the clerical departments. There are some of the men that might now be eligible to membership in a clerical organization that might be holding or be employed in an official or semiofficial capacity; but the large percentage of the clerks are normally engaged in the performance of assigned duties. They themselves work under chief or assistant chief clerks, and that official relationship I do not believe extends to that class of men. You have one class, and a large number of men, who work upon the timebooks and work like that, in which sense I do not see how they could be considered working in any official capacity.

Chairman WALSH. Where could information be obtained as to the general trend of wages among railway clerks as compared with those of operatives?

Mr. WHARTON. I think that the best information in that line could be obtained from the officers of a railroad company who have the pay rolls on file covering a number of years. My opinion is, and I state it with some little knowledge of this, that the railway clerks' salaries have not gone up nor even been increased to any extent in comparison with the increased cost of living.

Chairman WALSH. You heard Mr. Markham's statement with reference to the general action that was taken really being in substantial violation of the clause in the contracts with the crafts that they should have 30 days' notice. What comment have you to make on that?

Mr. WHARTON. I think that was simply a subterfuge on the part of the company—

Chairman WALSH (interrupting). Well, what were the facts in regard to it, regardless of motive?

Mr. WHARTON. The facts are that the men in authority did notify the company over the signatures of their selected representatives. If we assume that the employer has the right to dictate to us the form of organization which we deem necessary to protect our interests, then, of course, we would assume that he had the right to say to us whom we should select to represent us.

Chairman WALSH. You mean for notification purposes?

Mr. WHARTON. Yes, sir; also for other business matters.

Chairman WALSH. Well, it seemed to me, the way I gathered it, that certain forms and certain clauses of the agreement were contained in the separate craft agreements in regard to that matter, and that action was taken without

recognizing or properly recognizing that provision of the separate contracts. Am I correct about that?

Mr. WHARTON. Well, they had separate craft agreements—that is true; but there was nothing in the agreement, say, a machinist agreement, that would require a machinist to serve a notice. It said that the company should be served with a 30-day notice. It does not say by whom, and giving notice of the changes proposed in the agreement. But, of course, that agreement being made with the machinists, the machinists naturally would handle that.

Chairman WALSH. Wasn't that the chief or one of the impelling motives probably for entering into the agreement, that they were doing it separately? You see this gentleman at least has strong opposition to the confederated system, and according to his statement he has a strong predilection toward the craft system, and no objection to it. Wasn't that, perhaps, one of the moving reasons why he entered into the contract in the first instance, and had a right to expect the notice from the separate crafts?

Mr. WHARTON. Well, I hardly think so. I don't think that was in mind at the time they entered into the agreement with the craft organizations. I do not believe they had that condition or a movement of this kind in mind at all. I don't believe there was any cause for any such reason for refusal to make a system agreement at that time.

Chairman WALSH. Now, you have given the commission many reasons why the federated system was good for both sides. Now, you heard Mr. Markham's statement that public opinion was with them practically unanimously; and he submitted certain editorial comments from the press. What means did you have, if any, or what means did you have, for instance, of getting these facts which have been adduced before this commission before the public who were not in the railway business, so that an intelligent opinion might be formed relative to these matters?

Mr. WHARTON. I think, rather unfortunately for the organizations of the men, they are handicapped in securing sufficient finances to go into the market and purchase the publicity that the employer is able to secure by paying for the information to be circulated through the daily press. Our means of communication are practically nil so far as the public is concerned. We often went to the daily papers published in all the cities and met Associated Press men, and we have found many very fine people among them, and they would promise to do this or that; but when the paper was issued the next day there was nothing in the paper in regard to our position.

Chairman WALSH. Mr. Markham did not seem to have the information himself as to the number of railway systems that had entered into this sort of an agreement. Is any direct effort made on the part of your organization to inform the public generally, or even the railway officials themselves, as to the extent to which it has been entered into and the results?

Mr. WHARTON. Well, generally speaking, I think the attitude of the officials on the Illinois Central and the Harriman lines have denied the men from communicating to them that these other agreements were in effect at that time. They refused to meet the men. That, however, would not debar them from having knowledge that these agreements were in effect, because, in my experience in making agreements, I found that the members of the various railroads associated with the managers' associations of this country are pretty well informed as to what the conditions are on every other road.

Chairman WALSH. Well, he said he knew there were such agreements, but that he was not able to give us information as to the extent of them. It seems to me possibly that might have something to do with his making up his mind.

Mr. WHARTON. I think if there had been the same interest shown in the welfare of the men as there was, possibly, for the company, that he could have had that information, as they have always had it in the past in dealing with craft organizations. Any craft committee, in attempting to negotiate an agreement, would be confronted with the fact that such and such conditions existed on all or certain railroads, and that information would be there by simply touching a button, demonstrating that the railroad could easily secure information as to the conditions of employment on every other railroad in what might be termed competitive territory.

Chairman WALSH. At this point, Mr. Wharton, we will adjourn until 2 o'clock, and then you will please resume the stand. Some of the other commissioners may wish to ask you some questions.

(A recess was here taken until 2 p. m. of Thursday, Apr. 8, 1915.)

9800. REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

AFTER RECESS—2 P. M.

Chairman WALSH. Mr. Wharton, will you please resume the stand. Commissioner Ballard has a few questions to ask of you.

Commissioner BALLARD. I understood you to say that there were 52 railroads that had effected agreements with the organizations you are interested in. How many systems of railroads are there that do not treat with them?

Mr. WHARTON. The question of defining that in the form in which you put it would be rather difficult. A system sometimes embraces several different roads. We are in an agreement—that is, the organizations we represent are in agreement with approximately 108 different railroads in the United States and Canada. These systems, as they are divided, and the territory covered by these agreements represent about two—this is approximately—I think about 210,000 or 215,000 miles of railroad.

Commissioner BALLARD. What proportion is that of the whole mileage?

Mr. WHARTON. The proportion to the whole mileage is in the neighborhood of 85 per cent; that is, 85 per cent of all of the railroads are in agreement with some one or other of our organizations. Fifty-two of them recognize the federation.

Commissioner BALLARD. You spoke of the physical examination and enumerated a great many different kinds of ailments, and I am frank to say to you that I am not familiar with them all; but you said that some barred a man from the first class and others barred him from the second class; what do you mean by that reference to first class and second class?

Mr. WHARTON. That definition would have to be answered by the gentleman who drew that circular, as the matter was entirely one of his own invention and subject only to his own interpretation. We are not consulted in any manner with respect to the drafting of such rules. They are forced upon us, not because of our willingness to accept them, but only where we are unable to resist the introduction of such unfair regulations.

Commissioner BALLARD. I gathered while you were reading that—it spoke of some positions in which those persons might work, perhaps depot clerks, or something of that kind, that they might work in such a capacity, but they could not work as first class?

Mr. WHARTON. Generally speaking, I think that would be true, that there is certain classes of service which a man might fill acceptably, while he might be absolutely unfitted for other classes of service.

Commissioner BALLARD. You think, then, it is wrong for the railroad company to bar men who have those diseases from certain classes of service?

Mr. WHARTON. We do not think it is wrong to bar any man from performing a certain service which he is incapable of performing, but we do believe we ought to have some voice and be consulted; and reason and justice should prevail and be practiced toward all concerned, and there should be no arbitrary rule fixed by the employer alone.

Commissioner BALLARD. I noticed, too, that the fee where the man was accepted was \$2 and where he was rejected it was \$1?

Mr. WHARTON. Possibly the company is poorer than the men; they have made the burden of \$2 on the fellow who has to work for a living, but the company, if he is rejected, only has to pay \$1. That is another of their regulations over which we have absolutely no control.

Commissioner BALLARD. Perhaps the fact that the doctor gets \$2 for those he passes and only a dollar for those who are not passed would have a tendency to make him pass the men?

Mr. WHARTON. Yes; but if he failed to pass a man there would be another man for examination in his place, and he might continue that indefinitely, and make considerably more by turning down the men.

Commissioner BALLARD. In that way he might have the privilege of seeing and turning down many sick men.

Mr. WHARTON. No end to it, and they could be called in and examined as often as the officer who had charge of that determined they should be examined.

Commissioner BALLARD. They spoke of a judge and read some of his remarks, a judge from Texas, I think it was, and he spoke of a good many troubles or complaints. I listened rather attentively, but I could not see where this judge made any recommendations which could be accepted as ameliorating these troubles. Do you remember that he gave any principles that could be adopted to remedy them?

Chairman WALSH. That was in Australia.

Mr. WHARTON. I believe he made his position clear that nothing should be permitted that would have a tendency to, you might say, lower the standard of humanity in any sense, based upon the moral principle that the citizens were entitled to consideration first over and above any mercenary motive.

Commissioner BALLARD. There were a great many "don'ts." Now, what should be done rather than avoided? I could not gather that he gave us any constructive suggestions at all.

Mr. WHARTON. I think he pointed out some of the evils which the principle does not correct, and offered as a basis of an adjudication of that question that all dealings with those questions should be on the broad principle of protecting human life.

Commissioner BALLARD. Yes; that is true, and everybody should deal with it on the principle of protecting human life and bettering conditions of the worker; but he did not tell just how to do it, or I could not gather that he did.

Mr. WHARTON. I should think that that would be a problem that no one man would be in a position to decide. He might point out the way by which conditions in certain industries could be alleviated and a standard established which would, as a whole, bring about the least possible injustice to any in that given industry.

Commissioner BALLARD. That is it.

Mr. WHARTON. I believe that back of his position was the invitation for the employers to recognize and deal with the employees and for them together to work out a system which would be in a sense one that would bring justice in the greatest possible measure without injury to anyone, as far as possible.

Commissioner BALLARD. Our commission is specifically instructed to make some recommendations toward the removal of the existing discontent and troubles in the industrial world. Then, you would say that our commission should recommend that the best way to avoid it would be to suggest that the employers and employees meet together and agree on mutual plans for that purpose?

Mr. WHARTON. I think that could be worked fairly and satisfactorily, provided the same recommendation would carry with it a medium of adjudication in the event that the interested parties failed to arrive at a satisfactory conclusion that would be equally fair to the public and to the employees themselves. There is no desire on the part of the trade-union movement to invoke any system that would be detrimental to the public in so far as safety is concerned. I do not think there is any movement in existence to-day that has been more prominent in its effort to safeguard the interests of human life and limb.

Commissioner O'CONNELL. Mr. Wharton, I want to get in the record, or in my mind, at least, the question of the influence mentioned by Mr. Markham, of the influence of the railroad, the operation of the membership of these organizations. You heard his statement to the effect that the organizations were composed of members not wholly confined to railroad employment, and that there would be an influence of those in railway employment to dictate the policy of an employer. As a general rule the organizations of railway employees holding membership in these international organizations have their membership into local lodges composed of railway members and contract, commercial members employed in commercial shops outside of the railway service?

Mr. WHARTON. That is the general practice. It is done to avoid misunderstanding between the men working in the various industries. There are some of them that even go further than that, that specialize because of the special nature of the work; these men are granted charters because they are best able to handle the particular class of work in which they are engaged. That is the policy of the organizations. None of these separate and distinct bodies have any voice or control in the matters that do not directly concern them, and these various local lodges and districts as they are formed. Each one has the right to handle its own business.

Commissioner O'CONNELL. For instance, the trouble on the Illinois Central Railroad; the machinists on that road are organized into local unions of machinists; holding membership in these unions are the machinists employed on the Illinois Central Railroad?

Mr. WHARTON. Yes.

Commissioner O'CONNELL. And there are not in these unions men who may be employed in building of stationary engines?

Mr. WHARTON. Only isolated cases, just a man here or there. They are what we call railroad locals.

Commissioner O'CONNELL. That applies to the other organizations, the boiler makers and blacksmiths?

Mr. WHARTON. Absolutely.

Commissioner O'CONNELL. Now, suppose the members on a railway system were looking toward reduction in hours or increase in wages or some improved condition of employment. Only the members of the organization that are employed on that railway system would vote upon the proposition of the wages or the hours or the conditions in which they were dealing?

Mr. WHARTON. That is absolutely correct. The system has been worked out and in effect for years that only those that were directly concerned would be permitted to participate.

Commissioner O'CONNELL. Those employed in other shops, holding membership in the same international organization, would have no say whatsoever?

Mr. WHARTON. Absolutely none.

Commissioner O'CONNELL. So that the machinists and the boiler makers and the blacksmiths and other organizations in railway employment are as separate for the purpose of dealing with railway companies as is the brotherhoods?

Mr. WHARTON. Yes, sir.

Commissioner O'CONNELL. Or transportation men.

Mr. WHARTON. Exactly the same, as far as their railroad affairs are concerned.

Commissioner O'CONNELL. It is the policy of these organizations that only those men who are to be directly affected by a question that might involve them in a strike, for instance, only the men who were directly affected by such strike are permitted to vote upon it?

Mr. WHARTON. That is absolutely true.

Commissioner O'CONNELL. And in the case of the machinists, for instance, requiring that they shall by a three-fourths vote, a majority of three-fourths for the privilege to take action?

Mr. WHARTON. Yes.

Commissioner O'CONNELL. And after they have that vote taken, they then haven't the power of striking without they have the permission and sanction of their international officers?

Mr. WHARTON. That is correct.

Commissioner O'CONNELL. And substantially they have no power to order a strike unless the membership have decided by a 75 per cent or a majority of at least 75 per cent that they want to strike?

Mr. WHARTON. That is true.

Commissioner O'CONNELL. And the officers are only empowered to give their sanction to a strike, not to order it?

Mr. WHARTON. That is correct.

Commissioner O'CONNELL. The matter originally of bringing about, as I recall it in my experience, the matter of the necessity of federations or joint handling of grievances by the organization was in a way brought out by you. I want, for my own benefit, to have it straightened out in the record.

In former years when the organizations were dealing independently, I will cite an instance: The machinists, as a rule, have the largest membership of any of the several crafts employed in the railway service; there are a larger number of machinists—I mean the shop trades?

Mr. WHARTON. Excepting only one, I believe.

Commissioner O'CONNELL. That is, you refer to the carmen?

Mr. WHARTON. Yes.

Commissioner O'CONNELL. The locomotive men. Their membership would probably be about three to one of the other organizations?

Mr. WHARTON. From that to five.

Commissioner O'CONNELL. In dealing with the individual trades ordinarily the machinists would be the first organization that would be brought up for an adjustment of their schedule?

Mr. WHARTON. I believe in a majority of the cases that was the rule.

Commissioner O'CONNELL. Then the adjustment reached with the machinists in that schedule, if it was a question of hours or overtime rates, all those things that would uniformly apply to these trade agreements being made with the machinists, that then would be a criterion that the company would require all other organizations to bring their contracts to agree to that?

Mr. WHARTON. Except to this point, that the weaker organization would be discriminated against to the extent of forcing them possibly to accept some things not as good as that secured by the machinists, and using the fact that the machinists had signed up and were bound by their agreement to bring about that very condition.

Commissioner O'CONNELL. The point I make is that the other trades could not hope to get any better conditions than the machinists had agreed upon.

Mr. WHARTON. That is true.

Commissioner O'CONNELL. If they secured or agreed upon nine hours, the other trades could not expect to come in there and ask for eight hours.

Mr. WHARTON. That is correct.

Commissioner O'CONNELL. Because they could not secure them. And for the further reason that a great number of violations of individual contracts were taking place, resulting in either the separate organization accepting the violation or resisting it on some occasions to the extent of a strike, that being purely an individual case. Now, by the system of federation contract being, as you have indicated in your statement, similar with all, where they applied alike, there would be less opportunity of violation because of the more thorough understanding of all in charge as to what they meant?

Mr. WHARTON. That has been demonstrated and they have proven eminently satisfactory to those operating under federated agreements.

Commissioner O'CONNELL. That is, the superintendent of the machine shop would have the same understanding of it as the superintendent in the car shop?

Mr. WHARTON. Yes, sir.

Commissioner O'CONNELL. And would not be liable to have one of several constructions placed upon it by the several superintendents having charge of the different agreements?

Mr. WHARTON. That is true.

Commissioner O'CONNELL. So that by avoiding that opportunity for misunderstandings you have reduced very materially the number of misunderstandings occurring and very largely the necessity of strikes?

Mr. WHARTON. The record speaks for itself. Since 1908 there has been no strike on roads where the federation was recognized.

Commissioner O'CONNELL. In answer to a question asked by Mr. Ballard, you stated that while there were conferences held, and so on, there was no adjustment; that there should be some other method, then, by which an agreement might be reached. A number of witnesses before this commission have indicated that it might be possible to have some sort of department or bureau in which the Government itself would be directly interested. Has the railway employees' department or its officials given thought to whether the Government might create a board for the purpose of mediation and conciliation and, where requested, voluntary arbitration? That is, if differences between the companies and their employees might be had?

Mr. WHARTON. The executive council of the department of the railway employees department have gone on record, and I stand instructed to advise the ment wherever complications arise which they are unable to adjust of their own efforts or through the officers who are appointed to look after the matter; that in that event they appeal to the Department of Labor and ask for a conciliation or mediation committee to be appointed to act in an effort to bring about a peaceable adjustment of the trouble.

Commissioner O'CONNELL. And personally would you think it would be a good thing for this commission to recommend to Congress that a board with those authorities, with this authority, without having compulsory power, avoiding anything like compulsory arbitration, but having in mind purely the point of getting the people together and using the good offices of the Government for the purposes of mediating would be a good thing?

Mr. WHARTON. I do.

Commissioner O'CONNELL. That is all, Mr. Chairman.

Chairman WALSH. Commissioner Lennon wishes to ask you a few questions.

Commissioner LENNON. Mr. Wharton, can you tell us—I ask this question because of some things that were read and that I had heard yesterday. Can you tell us what efforts were made by the department to bring about mediation, conciliation, or arbitration in connection with the Illinois Central and Harriman lines at first?

Mr. WHARTON. I might say that this department, as it is now reorganized, did not come into existence until after the inception of the strikes on the

Harriman and Illinois Central lines. We therefore did not have the opportunity prior to the strike of using our offices in connection therewith. Since that time there have been efforts made by the department, which will be fully explained by other officers of the department.

Commissioner LENNON. Are you aware as to whether the separate organizations made any effort in that direction prior to the strike or at its very beginning?

Mr. WHARTON. I am not in a position to answer what was done by the officers prior to the time I took charge of the department, or accepted the present position to which I have been elected.

Commissioner LENNON. I want to ask one question on the line which Mr. O'Connell asked. Suppose you have an agreement with a company—your department—and the machinists working for the Baldwin Locomotive Works became involved in a strike, have the machinists who are in your federation the power to interfere, under the laws of your federation system, if those engines were brought to a road where you were employed—

Mr. WHARTON (interrupting). I do not—

Commissioner LENNON (continuing). Would your federation rules permit the machinists to take independent action?

Mr. WHARTON. Under our laws there can be no independent action on a matter that jointly affects the men affiliated to the department.

Commissioner LENNON. Well, the machinists could not go on a strike without affecting the whole department, could they?

Mr. WHARTON. Not very well.

Commissioner LENNON. Well, then, your rules would forbid a single organization taking action in a case of that character?

Mr. WHARTON. Under those conditions.

Commissioner LENNON. Now, in your statement regarding the A. R. U., I don't know whether it is quite clear in the record or not. Your federation is not an organization for the ultimate purpose of dissolving the craft organizations.

Mr. WHARTON. On the other hand, it is for the purpose of strengthening the craft organizations.

Commissioner LENNON. And protecting them?

Mr. WHARTON. Yes, sir.

Commissioner LENNON. And the A. R. U. started in with the proposition that they were to dissolve them?

Mr. WHARTON. I believe that was their claim to popularity.

Commissioner LENNON. I believe that is all, Mr. Chairman.

Chairman WALSH. Mr. Garretson would like to ask you some questions.

Commissioner GARRETSON. In regard to the physical examination, Mr. Wharton, has your experience given you any line as to how that is applied on men trying to secure positions with the average company, as well as on those who are in the service?

Mr. WHARTON. Well, our experience has been that so far as it has been worked out it has been a detriment to the men, going and coming.

Commissioner GARRETSON. Either returning to the service or attempting to enter it?

Mr. WHARTON. Yes, sir.

Commissioner GARRETSON. Have you come against an instance where, say, a company crippled a man, say, to the extent of the loss of a finger joint, we will say, and settled with him for the ordinary dollar clearance, and where a reduction in service, we will say, took that man out, have you ever known of an instance where that same injury was used to debar him from reentering the service of that company on the grounds that he was unfit?

Mr. WHARTON. I think, speaking generally—and we can verify the statement—that that has happened in hundreds of cases.

Commissioner GARRETSON. The sum total of the amount received was possibly his doctor bills and \$1?

Mr. WHARTON. I don't say that he received his doctor bills, because the employees in the service of that company paid for that doctor through their contributions to the hospital fund, but if he was not wise he signed the release and the doctor pocketed the dollar.

Commissioner GARRETSON. And he was debarred from following that vocation with that employer for and on account of the injury which it had done him, and for which it had not reimbursed him.

Mr. WHARTON. I believe that is true; and in a good many cases, if they refer to that road in seeking employment, on any other road they will be rejected on account of that fact.

Commissioner GARRETSON. That would occur only on roads where the physical examination is rigidly applied?

Mr. WHARTON. Yes, sir.

Commissioner GARRETSON. There are others where it is not done?

Mr. WHARTON. That is true.

Commissioner GARRETSON. Speaking of the statement made by Mr. Markham yesterday in regard to the railway clerks, that there was an intimate and confidential relation existing between the clerk and the company that made it undesirable for him to be organized or affiliated with other organizations. Has your experience taught you that the class of clerks that join organizations have any intimate relation with the company, any more than any other employee, except those employed in direct contact with the officials of the company in the various departments? Wasn't that claim even more rigidly made against operators on the ground of the intimate relations in the transmission of officials' messages, and therefore ought to be barred from organization?

Mr. WHARTON. That is true; and in going further back I think they applied it to conductors who handled the cash for the company.

Commissioner GARRETSON. Then in your opinion that claim is not well founded?

Mr. WHARTON. Absolutely not.

Commissioner GARRETSON. Under the federation form which you represent where there is the joint agreement covering—what did it embrace, seven crafts?

Mr. WHARTON. Six.

Commissioner GARRETSON. Six crafts?

Mr. WHARTON. That is in the mechanical section.

Commissioner GARRETSON. Yes. If a member of one of those crafts considered that he had been unfairly dealt with by his employer under the terms of the agreement, and he brought his claim to the organization to which he belonged which, I suppose, would be the method of procedure—

Mr. WHARTON. That is correct.

Commissioner GARRETSON (continuing). Would that organization be at perfect liberty to take up by itself the adjustment of that claim, if they so desired, before taking it to the federation?

Mr. WHARTON. That is required.

Commissioner GARRETSON. It is not only optional but necessary?

Mr. WHARTON. Necessary.

Commissioner GARRETSON. And if they can effect an adjustment alone, it never goes to the federation?

Mr. WHARTON. That is the manner in which we carry out all business of that kind.

Commissioner GARRETSON. The complete autonomy of that organization is maintained in the federation?

Mr. WHARTON. Not only maintained but guaranteed.

Commissioner GARRETSON. And the federation is not invoked until the organization aggrieved, or to which the aggrieved member belongs, has exhausted its own resources?

Mr. WHARTON. That is correct.

Commissioner GARRETSON. That is all.

Chairman WALSH. Commissioner Aishton would like to ask you some questions.

Commissioner AISHTON. Mr. Wharton, Commissioner O'Connell asked a question about a Federal board of conciliation and mediation, and as to what your attitude would be to that. I understood you to say that you were in favor of a proposition of that kind.

Mr. WHARTON. Of a voluntary board of mediation and conciliation.

Commissioner AISHTON. A voluntary board, but not an appointed board—

Mr. WHARTON (interrupting). Well, let me qualify that. We would be opposed to any law being enacted that would bring into existence a commission that would have authority to compel us to accept arbitration against our wishes.

Commissioner AISHTON. Yes; I understood that to be your reply.

You are familiar—I am just asking you for the information of the board of commissioners—with the Canadian act, known as the Canadian labor act? I believe it provides, in a way, for investigation, conciliation, mediation, publicity, and for the suspension of any strike order for some certain period.

Mr. WHARTON. To a limited degree, I am.

Commissioner AISHTON. Do you think that would help to solve some of these problems we are all confronted with?

Mr. WHARTON. Yes; but on the other hand there are some very objectionable features to the Lemieux law, I believe it is called.

Commissioner AISHTON. I am not very familiar with it myself.

Mr. WHARTON. I am satisfied that one of the objectionable features of that law is based upon the fact that it gives an opportunity to the employer which it does not give to the members of the trade-union. There have been cases where it worked out, I believe, in connection with the miners in Canada, where the miners' organization was practically put out of existence because of the employer taking advantage of the law, which permitted him to make all the preparations for a strike—securing strike breakers, and all. The law gives 90 days, and this 90 days would be used by the employer absolutely with the object in view that at the end of 90 days he would so conduct his end of the negotiations that it would be impossible for a settlement to be reached, and he would have—in the 90 days gone by—gathered forces of men to enable him to fight the men that were asking for what they thought they were entitled to. That has been one of the objections to the Lemieux act, I have heard.

Commissioner AISHTON. The objection comes from delay.

Mr. WHARTON. From delay and the opportunity.

Commissioner AISHTON. Yes; which would be taken advantage of.

Mr. WHARTON. Yes; which has been taken advantage of.

Commissioner AISHTON. You said, Mr. Wharton, there were 52 railways in which this federation system had been given recognition?

Mr. WHARTON. Yes, sir.

Commissioner AISHTON. Have you any objection to giving the commission a list of the crafts in each one of those 52 roads for our information, and which you—

Mr. WHARTON (interrupting). We can get that information. I haven't got it.

Commissioner AISHTON. I suggest, Mr. Chairman, that at any convenient time—

Chairman WALSH. Yes. Just let the record show that the statement has been called for from Mr. Wharton as to the number of crafts that constitute the federation upon each system of the 52 roads mentioned by him, as well as the total mileage of the systems.

Commissioner AISHTON. And would there be any objection to the number of men engaged in each of the crafts?

Chairman WALSH. Yes; the number of men also engaged in each of the crafts.

Mr. WHARTON. I can only give that approximately, as the only place it can be secured accurately is from the companies' pay rolls.

Chairman WALSH. Well, do it as closely as you can. It does not need to be exact.

(See Wharton exhibit.)

Commissioner AISHTON. Mr. Wharton, you read into the record this morning some 12 or 14 letters from different railroads, referring to the operation of the federation and the reasons leading up to the federation on those railways. Those letters were, I believe, written by secretaries and treasurers or the officers of the federation on those roads?

Mr. WHARTON. Yes, sir.

Commissioner AISHTON. There was no evidence submitted directly from the railroads or from the railroad officers as to the operation of that arrangement?

Mr. WHARTON. That is a matter which we have no control over. We were simply gathering information as to what the experience of our members had been on the roads where these agreements were entered into, and these opinions generally—the information sent to us would be based upon the experience and the expressions of the officials with whom they dealt. I can say that personally there were at least five or six roads that were represented by some of the members of our organization in the system where the officials had stated a preference for dealing with a single committee for all crafts.

Commissioner AISHTON. Those roads represented about 35,700 miles, did they not? I believe I looked that up.

Mr. WHARTON. On the other hand, I think they represented far more than that. I can name about five roads that represent about 35,000 miles of mileage on but five of those roads, I believe.

Commissioner AISHTON. Well, the M., K. & T. has how many?

Mr. WHARTON. Well, I will name the ones that I am familiar with. If you want to—or I can give it to you now—

Commissioner AISHTON. Oh, it is not very important, but if you have it handy there—was the B. & O. one of the—

Mr. WHARTON (interrupting). No; I did not say anything about the B. & O. Commissioner AISHTON. I thought there was a letter there from the B. & O.

Mr. WHARTON. C. & O., I think—the Chesapeake & Ohio.

Commissioner AISHTON. Wasn't it the B. & O. boiler makers—

Mr. WHARTON (interrupting). No; I referred to a strike on the B. & O., and that the New York, Ontario & Western cited that as the reason why they should organize a federation of the New York, Ontario & Western. And the other case you mentioned was from Mr. Nolen, representing the boiler makers, I believe, who spoke of similar conditions in the Southeast. We can give you the mileage—

Commissioner AISHTON. Well, it is immaterial; you can submit that. If you please, with the other statement.

Chairman WALSH. I might make a suggestion that, as long as you are submitting that, you can give us the mileage and the approximate number of employees on each one and add the total at the end, and then we can look at the record and see how much mileage—

Mr. WHARTON (interrupting). Yes. For instance, I might state one road I was connected with a number of years, which might perhaps give a basis—the Missouri Pacific system. That has a mileage of 7,250 miles, and I find there are between 6,500 and 7,000 men employed in the trades represented in the federation, and we can arrive at the average number of men based on the mileage. We can give an approximate figure on it, but we have no access to the exact figures.

Chairman WALSH. I understand, but you can give us the mileage and give us approximately the number.

Commissioner AISHTON. We do not expect to be accurate, but you have a pretty fair idea.

Mr. WHARTON. Yes; we have a pretty fair idea and will be pleased to do it. (See Wharton exhibit.)

Commissioner AISHTON. At the time these agreements were entered into, were some of these roads then in the hands of receivers?

Mr. WHARTON. Yes; I believe—I recall to mind that particularly one road, a small road, the Missouri & North Arkansas—a small road.

Commissioner AISHTON. Yes; and that was also true of other roads you mentioned this morning, was it not? I think there are five roads in the hands of receivers—I didn't get interested and didn't get time to look that up, how long they have been in the hands of receivers.

Mr. WHARTON. Well, the Missouri & North Arkansas is one of the roads mentioned in the hands of receivers at the time it recognized the federation, and the strange thing was that the officials declined to make the agreement and the judge overruled them.

Commissioner AISHTON. Mr. Wharton, among the reasons for federation was given the fact that agreements were not lived up to and enforced. Take the separate craft agreements, generally speaking, there are certain instances in which they are not—but, generally speaking, are not agreements as between transportation companies and separate crafts lived up to?

Mr. WHARTON. Well, I prefer that the representatives of the transportation organizations should speak for the transportation organizations; I am not representing any of those organizations.

Commissioner AISHTON. I am speaking about the shop crafts, machinists and boiler makers; it was advanced by you as a reason why a federation was advisable and necessary for the protection of the men that those agreements were not lived up to.

Mr. WHARTON. That is true; that is one of the reasons advanced, among others. We have in mind the organization of a system of railroads where there are possibly 15 or 20 per cent of the men employed at isolated or small division points, intermediate division points. They are not located where they have the benefit of the organization, and the men are not in a lodge where committees can be regularly appointed and so forth, and where the interpretation of agreements might not be understood, because those points did not have representation in the conference where the agreement was made, consequently the men at those points are working at a disadvantage; and I want to qualify

this with the idea of placing the general officials in the right light. We have found that the local officials take advantage of the conditions, and when we take these cases up eventually, if they come to our notice, the general officials would rectify the causes of complaint. But it worked out in this way: that unless we put a man on the road and got these men in touch with the situation and sent men directly there to investigate the conditions, that the local officials continued to take advantage and that possibly 20 per cent of the men on the system would not be getting the benefits they were entitled to under the agreement; that the most of the large points would have the benefit of the cooperation of the men, but the small points would be in the condition I have described until some one was sent to such points to see that the agreement was complied with as entered into.

Commissioner AISHTON. Would it actually work out that way, in your opinion, at the present time if a schedule was entered into with the machinists and we take the ordinary railroad of 12 or 14 divisions, possibly 500 miles to a division, two or three points on each division where there are men in that craft located; in the making of a schedule at the present time is it not the usual practice for a delegate from each division to be present at a conference, at a meeting, and the negotiation with the officers of the company, and to agree on the rules; and when those rules are agreed to, are they not printed in book form ordinarily, and if not, in typewritten form, and the employees all have a copy of them; and the officers, subofficers, and the officials who have to do that, don't they also have copies of that, and is there such a wide diversity in the interpretation of that thing as you fear might take place? Now, this is more in the nature of a chat about it. With the federation idea, how—what would be the difference? How would you make a schedule with a railroad of that character and arrive at the rules and compensation? What would be the machinery used to do it?

Mr. WHARTON. The system of procedure would be that each organization affiliated with the System Federation would hold a district convention of their respective crafts. That generally occurs at what we call annual or biennial meetings, at which they transact the routine business of their organizations and at that time each craft would draw up what they considered a preliminary form of schedule for negotiations. Each one of these craft organizations selects from among the members of their district a delegation of from three to five members who compose what is known as an advisory board of the members of their respective organizations.

Commissioner AISHTON. That is, three to five advisory members; that is, on the division?

Mr. WHARTON. No; that is for the entire system; that is selected from the division representatives; these 3 to 5 are selected to act on the advisory board of the federation. The federation with 6 crafts would have a representation of 30 men. Those 30 men select an executive board, a president, and a secretary.

Commissioner AISHTON. Of the employees?

Mr. WHARTON. All employees—we are only speaking of employees now. So those committees or advisory boards of five each, would bring the proposed craft agreements together and they would eliminate all the differences that existed, and they would present one set of general rules instead of having what they formerly had, six sets of general rules. I mean rules covering overtime, hours, and so forth, and those things that can be standardized and apply equally to all trades.

The duty of this advisory board is to draw up the general rules, representing as near as possible the requests of the various trades. That is the principle on which we would work out the general rules.

Then each of the crafts present what they call their special rules dealing with the specific questions differing from the other crafts.

Commissioner AISHTON. Questions pertaining to their craft alone?

Mr. WHARTON. Yes, sir. It seems to me that it is an advantage to the employer for the men generally to iron out their differences in that way without any expense whatever to the company. Then when they go before the company they have already ironed out their differences and have come to a mutual understanding as to jurisdiction and various other matters that bring about dissension, such as existed under the old system. And when they go before the management they are in a position to negotiate an agreement based on what they have agreed on between themselves, and if it is acceptable to the company they have established a condition which removes, in my opinion,

many objections to the craft agreements and brings about a better relationship between employers and employees in the shop trades on railroads.

Commissioner AISHTON. Has there been many jurisdictional disputes as between the different crafts?

Mr. WHARTON. Quite a number.

Commissioner AISHTON. From your experience you ought to know.

Mr. WHARTON. I will give you an illustration of one thing that has been instrumental in causing a great many that have arisen in the last two or three years, the introduction of doing work by acetylene or electrical welders, a form of machine that does the work of all of the crafts, for instance, and takes work out of the blacksmith shop, and takes work out of the boiler shop, and so forth. Through that system of doing work it brought about a feeling, you might say, of strife between the various organizations, and it became necessary for them to get together and devise a line of demarcation as to the line of work they would perform. That is one thing that has, within the last few years, brought about a number of jurisdictional disputes which have assumed serious proportions in some of the shops in different portions of the country.

Commissioner AISHTON. I never heard of anything of that kind in a railroad shop and I did not know how serious it was.

Mr. WHARTON. I would like to be in your happy position, but, unfortunately, we know those things come before us and evolution and the introduction of new methods of doing work has been one of the most difficult problems that we have been confronted with in endeavoring to bring about peaceful and harmonious relations between employers and employees.

Commissioner O'CONNELL. There have been several organizations claiming jurisdiction over the pipe trade?

Mr. WHARTON. Yes; and we have attempted to establish a condition which would relieve both our organization and the companies from any trouble because of that jurisdiction.

Commissioner AISHTON. Have you been successful in removing those causes for jurisdictional disputes where the federation had contracts?

Mr. WHARTON. Generally speaking, I don't know of any case that has come to us where we have not succeeded in protecting the interests of the employer and brought about a satisfactory arrangement without cost to the employer.

Commissioner AISHTON. Take Mr. Markham's illustration of yesterday as to the Baldwin Locomotive Works; I was not clear, in your reply to Commissioner O'Connell, about the avoidance or the lack of mutual interest in a matter affecting the locomotive works. Take the Baldwin Locomotive Works and suppose they had a strike and for some reason or other they put in nonunion labor in the shops and some railroad had a contract for locomotives and they came on the road. Am I to understand that there would be no question as to the roads right to use those locomotives or repair them or do any work that might be necessary on them that would arise with the machinists in your organization?

Mr. WHARTON. As far as I am acquainted with that, there have been several strikes in the Baldwin Locomotive Works and other locomotive works, and there has never been that question injected into it in this department, but there has been no strikes since this department was organized.

Commissioner AISHTON. Has the question ever arisen as to the use of non-union locomotives on a road on which your federation had a contract?

Mr. WHARTON. I think in some individual crafts, organizations acting independently; I do not believe the department was in operation—that there was a case or two where an effort was made on the part of that craft organization to protect its membership to the extent of bringing up a possible adjustment of the strike, but not to the extent of refusing to work on the locomotives that had been contracted for, but they used what I termed legitimate efforts in trying to induce the railroad companies to which their members and workers belonged to place their contracts with contractors who were fair to the members of their organization.

Commissioner O'CONNELL. The Baldwin Locomotive Works at the present time are still nonunion?

Mr. WHARTON. Yes, sir.

Commissioner O'CONNELL. And there is no trouble about the locomotives on the road?

Mr. WHARTON. No, sir; there has not been since I have been connected with this department. However, I can show you, and I believe this is as good a

place to make this point as any, that the Baldwin Locomotive Works in 1904, I think it was, during the Santa Fe strike, sent possibly several hundred men to the Santa Fe Railroad to take the places of striking machinists on that road under a leave of absence for 90 days, transportation both ways—were loaned to the Santa Fe Railroad, to defeat the union machinists who were on strike at that time. The same Baldwin Locomotive Works during the period of this strike, for the life of this strike, which existed about 4 years, sent in carload lots of material made from a standard form and assisted the Santa Fe Railroad in every way possible.

Now, if we imagined that that condition would arise again and we had the organization to protect the interests of the people we represent we would certainly exercise our fullest power to protect our members.

Commissioner AISHTON. I should think so.

Mr. WHARTON. We want to be absolutely candid about that. That is our position.

Commissioner AISHTON. You could not hardly forecast, however, what might be done in a case of Baldwin locomotives coming to any railroad with which your federation had a contract?

Mr. WHARTON. The only thing I can say is that they come and we have never made—the fact we have made no objection speaks for itself. That is self-evident. We are receiving engines from the Baldwin Locomotive Works to-day on the various roads on which we have practically union-shop conditions and there has been no objection to working on the Baldwin locomotives or anybody else's when they come to this company and were owned by this company. But I say this: That we would object to working on a locomotive that came from a road on which our members were involved in a strike. We would not permit the employer to use our organization in one section of the country to defeat the members of our organization in another section of the country, not if we knew it.

Commissioner AISHTON. In this discussion in your paper this morning, Mr. Wharton, with regard to these detective agencies, you said something that I did not just catch the drift of, that there was no objection to the Federal Government using detectives' service, I believe it was?

Mr. WHARTON. I said that we believed that was necessary—that that was a function of government, pure and simple.

Commissioner AISHTON. You think detective agencies ought to be under the supervision of the Government or do you think the Government ought to really operate any detective agency?

Mr. WHARTON. Well, I do not presume to answer for the Government on a matter of that sort. As a matter of fact, there is not a government in existence of any description that has not found it apparently necessary to maintain what they term a secret service. And, I presume, legitimately used, it has served a very useful and necessary service in connection with the Government. There is certainly no desire on the part of labor organizations to be opposed to anything that is necessary and useful.

Commissioner AISHTON. Yes; you want to handle it as peacefully as possible?

Mr. WHARTON. Absolutely.

Commissioner AISHTON. Which is perfectly right.

You said, I believe, in answer to some inquiry here a while ago, that in your railroad department there were six crafts?

Mr. WHARTON. That is in the mechanical section.

Commissioner AISHTON. That is in the mechanical section?

Mr. WHARTON. Yes. Do you want the names?

Commissioner AISHTON. No. I do not care about that. That point was not in my mind. The point that was in my mind was this: It was testified, I believe, yesterday, that in this demand of the federation of the Illinois Central that there were nine crafts?

Mr. WHARTON. That is true.

Commissioner AISHTON. There must have been, then, other than these six shop crafts in your railway department interested in that Illinois Central Railroad matter?

Mr. WHARTON. In answering that question I will have to explain some things that this department has tried to do. There are in the American Federation of Labor, I believe, 110 international unions affiliated to that body. Each one of these organizations has a jurisdiction, so called, governing the work presumably that their members are supposed to do. Take it in a railroad. We find there is what we term the overlapping of jurisdiction of a trade. We find, for in-

stance, in the car department of a railroad that there are painters employed and possibly several other trades. And in the car department as the organization is composed of strictly, purely, and simply railroad men, that embraces all the men working in the car department, so to speak; they have painters in their organization. But on the Illinois Central painters, decorators, and paper hangers, which is one organization that Mr. Markham mentioned, had some members on that road, and they had been recognized by the company themselves.

They also recognized the steam fitters, an organization which has since been, through amalgamation—is not now in existence. That made two organizations that would be represented in the six organizations that we have represented in this mechanical section. The other organization that he mentioned, which we do not mention, is a federal labor union, composed of laborers and helpers, and so forth. The jurisdiction of the organizations affiliated to this department take in all their helpers now. There was a time when they did not. It has practically removed the necessity of the formation of a federal labor union, which embraces men and is a plan of the American Federation of Labor of offering, you might say, protection of an organization to men who are not eligible to any craft organization. That is what brought the so-called federal labor union into existence.

With this form of organization that we have, as I have said before, the men who are actually eligible to the federal labor union are now as helpers eligible to the various organizations represented in this mechanical section. That removes the necessity of the federal labor union. And the amalgamation of these other trades, the jurisdiction of car men covering the painters, eliminates two other trades that were represented over there.

Now, in connection with the railway clerks, and I presume, because of the attitude, the hostile attitude of the railroad managers, and because we did not feel ourselves in a position to assume a burden which might mean disruption to us, involving us in fights which we were possibly illy prepared to carry on, we have simply adjusted ourselves to a condition not because we did not believe we were right, but because we desired to conform as near as possible with the condition which we were forced to meet and had no control over.

I think if there is any set of men in this country that needs the beneficent protection of a trade union, I believe that that man is the railway clerk. And certainly we would like to assist them even more than we are assisting them in the interest of humanity. But, as I say, we have drawn up this plan of organization here trying to outline a plan on a practical basis, one which will meet with the least possible objection from the men whom we have got to deal with, and which at the same time offers to us that degree of protection to which we believe we are entitled.

Commissioner AUSTON. There is a certain amount of overlapping, Mr. Wharton, of the different crafts—that is to say, these six in your railroad department in the shop and railroad department.

Now, your federation is not limited to these six you say overlap into other organizations, and in that way don't you get mixed up with interests outside of railroad interests?

Mr. WHARTON. I think it is just the reverse of that. I think we prevent your railroad companies from becoming involved in trouble with an organization who might have a few men working in your shops, which if we did not have control over them would use the influence of the other organizations to start a possible strike in a shop when they only had less than 5 or 6 per cent of the men employed there.

This they can't do under our system of organization, because we control the situation. If there is going to be any strike on a railroad where the federation is in existence, it has got to be in accordance with law, by the two-thirds or three-fourths majority vote as described earlier, and also the fact that they have got to have the sanction of the executive council of this department. I think if the employers want to do something for universal peace and something that will be mutually beneficial both to the employer and to the employees and the public in general they would encourage the form of organization which we have established.

Commissioner AUSTON. The general practice on railroads in making contracts to-day outside of the roads that you have contracts with is that the machinists make contracts for machinists, and the boiler makers make contracts for boiler makers, and the blacksmiths make contracts for blacksmiths, and so on?

Mr. WHARTON. We do the same thing in the federation. I thought I explained that. If you will permit me, I will make that clear.

Commissioner AISHTON. I didn't understand that.

Mr. WHARTON. I thought I made that clear. I said this advisory board which had the authority to negotiate was composed of three to five men from each craft. These men are elected by the machinists, the boiler makers, the blacksmiths, and so on, and these men represent their organization in negotiating for the agreement.

Commissioner AISHTON. Now, the advisory committee is three men out of each craft?

Mr. WHARTON. Three to five.

Commissioner AISHTON. Three to five?

Mr. WHARTON. Yes; optional with the System Federation.

Commissioner AISHTON. At the present time the difference lies in this: That at the present time in negotiating the contract you have a representative from every division familiar with every condition on the entire railroad, haven't you?

Mr. WHARTON. Not necessarily so.

Commissioner AISHTON. But isn't that the way it generally works out?

Mr. WHARTON. No, I can't say that it does. I tried to explain that here once before—that the smaller points on the system were absolutely not represented, and the agreement that was adopted was not put into effect, because under that form of organization the men didn't get out over the road and protect the small points. Just the reverse of that exists in the organization of the federation, because we appoint these men at the smaller points, and therefore establish a system of handling that does away with that condition, once it is signed up.

Commissioner AISHTON. I think that is all, Mr. Chairman.

Commissioner GARRETSON. You were asked a question regarding the Lemieux Act a few moments ago. You are reasonably familiar with its workings in Canada, what is known as the compulsory investigation act?

Mr. WHARTON. Something of it; yes.

Commissioner GARRETSON. Is it not a fact that at the time the Lemieux Act was originally proposed that it was supported by almost the entire Trades Labor Congress of Canada, and that the coal miners were its most enthusiastic supporters?

Mr. WHARTON. That is correct.

Commissioner GARRETSON. And is it not true that it has been broken oftener by the coal miners than by any other interests, and that the trades labor assemblies that formerly approved it, after experience with it, denounce it the most widely?

Mr. WHARTON. I think if the miners had not broken it the miners would have been broken.

Commissioner GARRETSON. Therefore, the very people that advocated it now denounce it, after being familiar with its workings?

Mr. WHARTON. They denounce it—the manner in which it has been used and the manner in which it has been drawn, because they have found the weaknesses in it, and in an effort to get that made right, after it was once enacted into law, as they have been absolutely defeated, and because of that they have been compelled to take the bit in their teeth and tell the Government to put them into jail if they want to put them all in jail.

Commissioner GARRETSON. And are you aware as to whether or not it has been testified to before this commission by representatives of the Canadian Government that there were not enough jails in the Dominion to hold the people that had violated it?

Mr. WHARTON. That was the only safety the men had, was in their numbers—the fact they had not built enough jails to take care of them.

Commissioner GARRETSON. That is all.

Chairman WALSH. That is all. You will be excused.

TESTIMONY OF MR. JAMES J. MEAGHER.

Chairman WALSH. Please state your full name.

Mr. MEAGHER. James J. Meagher.

Chairman WALSH. Where do you reside?

Mr. MEAGHER. Clinton, Ill.

Chairman WALSH. What is your business?

Mr. MEAGHER. Machinist.

Chairman WALSH. How long have you followed that occupation?

Mr. MEAGHER. About 18 years.

Chairman WALSH. Are you connected with any labor organization?

Mr. MEAGHER. Yes.

Chairman WALSH. What one?

Mr. MEAGHER. The machinists'.

Chairman WALSH. Are you connected with it in any official capacity?

Mr. MEAGHER. I have been president of Local No. 641, International Association of Machinists, ever since, well, I presume a year or a year and a half prior to the walkout in September, 1911.

Chairman WALSH. Are you still connected with it?

Mr. MEAGHER. Yes, sir.

Chairman WALSH. In what capacity?

Mr. MEAGHER. Well, the lodge has since sent in its charter, because of the few remaining in the strike zone. I am still a member of the machinists' organization.

Chairman WALSH. Were you involved, were you a defendant in any of the injunction proceedings testified to by Mr. Markham yesterday?

Mr. MEAGHER. Yes, sir.

Chairman WALSH. Mr. West has advised me that you desire to make a statement that might throw light upon that situation, and especially upon a certain portion of it in which you were involved yourself?

Mr. MEAGHER. Yes, sir.

Chairman WALSH. I wish you would, as briefly and concisely as possible, give the history of that litigation.

Mr. MEAGHER. I will. Thank you. A portion of Mr. Markham's testimony on yesterday refers to James T. McCloskey, James Meagher, and Fred Irwin for violations of the injunction, alleged to have been committed at Clinton. Mr. Markham further states the case was heard by the Federal judge and the parties dismissed with a warning.

This is a slander on me—

Chairman WALSH. I wish you would just state the facts in connection with it.

Mr. MEAGHER. Yes, sir.

Chairman WALSH. We try to conduct our examinations under a rule that no matter what anyone tells he is not to be characterized either personally or in his motives, so just state the contrary facts if they appear there.

Mr. MEAGHER. I would like to tell you a few of the incidents leading to my arrest, if you please.

Chairman WALSH. That is perfectly all right, but just observe the rule that you are not to characterize the motives of the person. Just state what occurred.

Mr. MEAGHER. In 1911, in October, 1911, a restraining order was issued from Judge Humphrey's court of the southern district of the State of Illinois restraining the men from doing picket duty in and about Clinton. I was named as one of the defendants. A special train conveyed a United States deputy marshal and his aid to Clinton to serve the papers.

Chairman WALSH. Excuse me. Where was the court sitting—the southern district of Illinois—at Cairo?

Mr. MEAGHER. At Springfield, Ill. I beg pardon. I forgot to mention that.

The sheriff of Dewitt County met Carl Person and myself on the street and said, "There is a United States deputy marshal up in the Illinois Central office who wants to see you." We went up to the Illinois Central office to meet the United States deputy marshal and he served me with a copy of the restraining order—temporary restraining order. When he handed it to me he said, "Take it home and read it carefully, because it means everything it says." I read it over in the office there and I said, "I will save you the trouble going around to these men and looking them up individually. You call at the federation headquarters in the morning and you can serve all of these men at once."

Chairman WALSH. How many were mentioned in the restraining order, if you remember?

Mr. MEAGHER. Oh, I would say maybe 300.

Chairman WALSH. Generally, it was against what—committing acts of violence?

Mr. MEAGHER. The bill of complaint which was filed in Judge Humphrey's court asked that an injunction be served, claimed these men had committed acts of violence, and I will state there before I go any further that up until that time and after there had been no acts of violence committed in the vicinity

of Clinton and the issuance of the restraining order was unwarranted. But why they happened to send for me in particular I do not just exactly understand, but they did.

At a meeting in the morning after the United States marshal had served the papers, I warned the men against doing anything contrary to the order.

I believe that we were all asked to appear in court at Springfield, Ill., on November 6, and show reason, if any, why the injunction prayed for should not issue.

We appeared. We filed an answer to the bill of complaint denying the charges contained in the bill of complaint and Judge Humphrey made some modifications in the order. Judge Humphrey's words were: "There are many things these men can do, and very few things they can't do. They can picket. They can persuade peacefully the employees of the Illinois Central to leave their work if they wish."

I conveyed that message to the men on strike at Clinton, and again advised them against committing any violence whatsoever.

In December, about the 29th, a United States marshal came to my room and placed me under arrest. When I asked him what the charge was, he said: "Violation of restraining order." I said, "Well, what is the specific nature of the charge?" He said, "Violation of restraining order."

I was brought to Springfield, Ill., with three others. However, the fourth man is not mentioned in Mr. Markham's paper. I will give you the reason later on why this man is not mentioned in this paper.

We were brought to Springfield and asked for a bond in order that we might be able to prepare our case; and after an attorney representing us had learned the specific nature of the charge, Mr. Drennon, who was the prosecutor for the Illinois Central Railroad, told our attorney that there were many more arrests to be made at Clinton, Ill. However, this man who was arrested with us, by the name of Harry Andrews, said, "Well, there isn't any occasion for me to wait. I will just stand trial." And he was sent to the workhouse for 30 days. When we came to trial it appeared that a man by the name of Chenoweth had been responsible for my arrest, having filed an affidavit in court to the effect that I had intimidated and threatened him. On the witness stand the same Chenoweth was forced to admit that he had been coached by the Illinois Central attorneys. Just about two weeks before that there had been a shooting affray in the city of Clinton. Three strikebreakers were arrested for having shot at some strikers, and were placed in jail. On the day of our trial at Springfield these men were taken out of the county jail at Clinton and brought to Springfield and testified on behalf of the Illinois Central.

About the only thing that developed was that two of them had been carrying guns around Clinton and for some reason had deposited them in a saloon on one particular evening. A saloonkeeper by the name of Frye testified to the same thing, and another by the name of Moore, he said that on one occasion the strikers had approached him to talk to him about the strike, and he said that if they did not leave him he would show daylight through them. Three gunmen, if your honor please, testified in behalf of the Illinois Central, in an effort to convict three men, strikers, on the charge of having violated the injunction.

Mr. Drennon then got into a dispute or argument with the other attorneys who were local to Clinton. The name of the firm is Lennon & Lennon. They got in an argument, and Drennon says, "Why, Meagher is all right with us yet." He arose and he said, "Your Honor, I move that you dismiss these cases." And Judge Humphrey said, "It seems to me as though some one should be prosecuted for perjury." And he immediately ordered his bailiff to telephone to Peoria and have Harry Andrews released.

Mr. Markham said yesterday that advertising the strike, from their point of view, had been paid for at the usual advertising rates, and when the cases were dismissed at Springfield there wasn't any mention made of it at all. We could not pay the advertising rate.

Now, Mr. Markham comes and testifies into this record about me and said that the judge dismissed me with a warning, which means I was probably guilty, but he let me off with a warning. A man of Mr. Markham's character, the president of a railroad, carries weight when he makes a reckless slander of a man's character, and especially in front of a public hearing. My character is even more to me than his, because it is collateral to me in securing a job.

He also read into the record what Justice Wright had to say about strikers and the strike; but he fails to tell of an important thing that Judge Humphrey told in the court at Springfield; and I repeat that Judge Humphrey was thoroughly disgusted and said that some one should be prosecuted for perjury. That is all.

Chairman WALSH. What was the record in your case? Were you dismissed from the charge of contempt?

Mr. MEAGHER. Yes, sir.

Chairman WALSH. That is all; thank you, Mr. Meagher.

Mr. MEAGHER. I thank you.

Chairman WALSH. Mr. McCreery.

TESTIMONY OF MR. J. S. McCREERY.

Chairman WALSH. Your name, please?

Mr. McCREERY. J. S. McCreery.

Chairman WALSH. Where do you reside, Mr. McCreery?

Mr. McCREERY. Paducah, Ky.

Chairman WALSH. And your business, please?

Mr. McCREERY. I am general vice president of the Brotherhood of Railway Carmen.

Chairman WALSH. Are you connected with this System Federation or with the department of the American Federation of Labor having to do with the railways?

Mr. McCREERY. Yes; I am president of the Illinois Central System Federation.

Chairman WALSH. President of the Illinois Central System Federation; that is the one involved in this matter?

Mr. McCREERY. Yes, sir.

Chairman WALSH. I wish you would sketch, beginning at this time and going back, what your business has been—that is, your connection with any trade organizations, of any sort, and your private employment since you have been employed.

Mr. McCREERY. Going back to the beginning, my connection with the railroad work?

Chairman WALSH. Yes.

Mr. McCREERY. I began work for the Illinois Central in 1901—January 2, 1901—and was in their employment until the time of the calling of the strike, September 30, 1911. I began work for the Illinois Central at the rate of 12½ cents an hour and worked my way up and learned the trade, and, in fact, worked at mighty near all the different lines of work in the car department—that is, along the line of handling tools—until the strike. And during that time, and for about six years previous to the strike, I was a member of the general grievance board, or general joint protective board of my organization.

Chairman WALSH. What was the general joint protective board?

Mr. McCREERY. The joint protective board is the board made up of men representing each local upon the system of the organization, with a chairman and secretary and vice chairman.

Commissioner ARSHTON. Composed of carmen exclusively?

Mr. McCREERY. Yes.

Chairman WALSH. Are you familiar with the conditions which obtained in the Illinois Central shops prior to the organization of the System Federation?

Mr. McCREERY. Yes, sir.

Chairman WALSH. Would you be kind enough to please give us now a concise statement of the character of agreements that the crafts had with the organization, the working of them, and violation or nonviolation of the agreements which you had, and all those matters which might have a bearing upon this question which led up to the difficulty?

Mr. McCREERY. Well, I will go into details in regard to the contracts with my organization, and I will dwell upon the other contracts so far as my knowledge will permit.

The organization that I represent, the Brotherhood of Railway Carmen, we had contracts with the Illinois Central officials and have had for as long as I have been a member of the organization—that is, when I first went to work—and previous to the change of management here a year or so ago we were able at all times to negotiate very fair conditions to work under. At least,

we had no trouble in arranging audiences with the management and negotiating conditions, shop rules, and rates of pay. True, we were not always able to secure the amount of increase in salary we thought we were entitled to, but there was very little friction between the management and the men.

But beginning with the change in management of the Illinois Central, the attitude of the officials of the company toward our organization and especially the other shop crafts seemed to be altogether different from the old management. They began to introduce piecework in the car department. Nevertheless Mr. Markham said, in his statement here, that they had not.

Chairman WALSH. Perhaps, now, then, if that is the case, you had better give us the details, briefly, of the facts leading up to the introduction of piecework.

Mr. McCREERY. Well, we had a contract with the management based upon an hourly rate of pay—hourly and monthly rate of pay—and so specified in the contract.

Chairman WALSH. That was in your own craft?

Mr. McCREERY. Yes; and the management, without any notice whatever to the men of a desire to change the method of performing the work or the pay, they began to install piecework upon the system in the different shops.

Chairman WALSH. Well, at what shops and what did they install?

Mr. McCREERY. Well, I will use the shop I worked in as an example, and what I will say in regard to that will apply to the other points on the system. That is Paducah, Ky. They began putting in this system and having the material stacked up along the line of tracks where the cars were to be repaired, upon certain tracks, and men were put over there without any knowledge as to what they were going to do, as far as their duties from the railway company, and the work was checked up after them. They were required to go ahead and do the necessary repairs, rebuilding of the cars, and the material was furnished—something that had not been done before. The material was brought right to the job. Previous to that whenever the men wanted material for a car or a job they would have to go to the bins or storeroom, wherever it was, to get it, and lose that time running back and forth. As soon as they began this system, why, they began to deliver the material to the cars and to the job where the men were at work. Then the appointed men—clerks out of the offices and men without any experience whatever or any knowledge whatever of the repairs or construction of a railroad car—to check this work up after the men. They would get along—they were supposed to go along and see what the man had done and record it in the book, but they were unable to do that, and they had to depend entirely upon the statements of the men themselves as to what quantities and character of work was performed upon the job.

Commissioner GARRETSON. Was that the "rip" work or building.

Mr. McCREERY. Repairing and rebuilding. And this began to raise a general stir among the men. It was a new method of performing the work, and they did not know what it was. They did not know whether they wanted it or not, and they began to ask the officers for a price list, so they would know what they were paying for such jobs. These price lists were repeatedly denied the men. The men did not even know what they were receiving for the different classes of work until the end of the month. After the first month the piecework checker would come around with his book and he would say, "You have made \$10 or \$20 or \$30 more than your rate. Do you want it?" Well, if he said he wanted it, he marked it down. His partner—the men generally worked in partners—his partner, he would tell him, "Why, you have earned so much. Do you want it?" And if he said "No," why, in the future he never made very much over his rate, if any. Now, that is my experience along that line.

Furthermore, after we had made repeated requests upon the company to discontinue their efforts to establish piecework, claiming that it was in violation of our agreement, based upon the 30 days' notice to be given us if they desired to make a change in the method of performing the work or pay, which they had not done. They ignored our appeals, and we were unable to cause them to rectify matters, and eventually all the men were checked up after that regardless of whether they were accepting piecework or not and were required to make their rate—their hourly rate—whatever that might be, according to piecework price; and they knew not what those prices were. In fact, at the end of the month they came around to this man employed on piecework and wanted to know if he wanted to take that, and he would say, "No; I don't want that piecework. I don't want it, and I don't like it, and I don't believe that is a fair method of performing the work, and I won't accept it." And the other

man accepts it, and he will come around at the end of the month and say to him, "Well, you have not made your rate according to our prices." And he will say, "I don't care if I didn't; I have done as much work as my partner." "Well, you have not made your rate, and you will have to do better." And the result was that when lay offs came some of these men were laid off that according to the checking of the company had not made their rate, regardless of the fact that they had a clause in their contract giving them seniority rights in regard to laying off.

And we further, in fighting this introduction of piecework, we made investigations and we found that men who were anxious to make this extra money, they would accept it; they were in the minority though—a very small number compared with the full crew. Those men who were anxious to accept this work in instances we cited to the officials, we showed where they had turned in work that really had not been performed; that they had turned in, in one instance that I have in mind, where a man repaired and put in 18 inches of decking. Now, decking is the bottom of the car—the floor—18 inches running lengthwise of the car; it goes clear across to the other side; you are paid so much a foot. They claimed this man repaired 18 inches of it the running length of the car, and he turned in 18 feet; and it went on for two weeks before we found it out, that is, before we got it before the officials. We took it before the local officials, and at that time they just took the information and that is about all they did at that time. Later on, about two weeks or a matter like that afterwards, this man was let out for some reason; I don't know, but the checker, the man supposed to check up this work, that put this down there, was retained.

We have also found where men had turned in draft-rigging, drawbars, springs, and trucks as being applied, when in fact the rust upon the nuts showed they had not been touched. It showed they had not been removed and replaced. I know that from personal observation of the cars that I found the checking on, and I went out and made the investigation.

Now, in putting this matter up to the officers of the company, they waved us off when we told them that we should have had 30 days' notice and given an opportunity to come in and discuss this matter and to show them our objections to it. They just waved us off; and the times were such and our organization was such that we were not in a position to rebuff them in their effort to establish that method of work.

The other crafts began to see that if this was established in the car department it would be established in the other departments—the machinery department. They finally issued slips to all of the crafts. When a man went to check in in the morning, you go by the check window and you are handed out—this is before 7 o'clock—you are handed out a brass check, and at noon you turn that brass check in. Each man has a number, and when you go there and call for the number he gives you the check, and at noon you turn that back in, and before 1 o'clock you go and get it again, and then you turn it in at quitting time in the evening. And when a man in the morning would go to work he was handed out a slip, a little slip about as big as the face of this [indicating] that said at the top of it, "Piecework slip," and on that it was spaced off and a man was required to put down the amount of hours work on each job. This matter was taken up under protest by the different organizations before the officers of the company, and they says, "Oh, no; that is just a system to find out how much it is costing us to do the different classes of work, and in order to know just exactly whether to charge your work to freight work or to charge it to passenger work."

I will say, in explanation of that, that a man working on a passenger engine, why, his work is charged to passenger work, and a man working on a freight engine, his time is charged to freight work; and they claimed this was just in order to keep the record of that.

But the stronger organizations, they put up the hardest fight, each organization working for itself; and the stronger organizations were able to get that discontinued; but the weaker organizations had to continue. The men especially in the car department had to continue doing that, even those that were not accepting the piecework; and the piecework, the stand that the men took against piecework was this: The officers of the organization—myself for one—had studied the piecework question previous to this. I knew a little about it when they started to install it there, and our position was that the establishment of piecework would eventually weed out the old employees of the company—weed them out entirely, because they would be unable to keep

pace with the younger ones. It would also make old men out of young men before they reached middle age. And another thing that the men had no question—had no voice in the making of the rate or in the method of performing their work in any way; they had no voice in the question at all. That, and a good many other things.

After the new management had taken hold, certain rules in the contract were abrogated to a certain extent. Now, for instance, I have, or we have in ours, a rule that is applied—that is, it is in use or is the same in several different contracts outside of our own organization. The machinists have the same contract, and I believe the boiler makers and the blacksmiths, where a man working at night or day, as the case may be, is transferred to take the place of another on another shift, he shall be entitled to time and a half for the first 15 days or nights, whatever the case may be. That had been allowed right along. Those rules were made—well, away back in 1909, I believe, was the first time that we got that rule. And that had been in effect and had been complied with. But all at once we were told that at certain points on the system, "We can not afford to give you that. We can only give the man time and a half for the first night." I will state one specific case that I took up, in order to illustrate. I took up a grievance from Paducah, where the man was working in the day, at regular work in the day, in the roundhouse as engine carpenter, and the night man happened to be sick, or laid off for some cause, and one of the day men was required to go on at night and work in his place. That man worked for about a month. When he got his time it showed that he had received only time and one-half for the first night, when our contract says that he shall receive time and a half for the first 15 days, as the case may be. In taking that up with local officials, they said they could not grant that, and being unable to adjust it with the local officers, I took it up with the superintendent of the car department in the general offices at Chicago, making a trip of about 400 miles to Chicago, and taking it up with the superintendent of the car department; and this is the exact words, the best I can remember, that he said in his answer to my contention for the clause. He didn't raise any question as to the contract giving it to us. He says, "Why, we can't afford to comply with that." "Well," I says, "Mr. Barsdale, this rule is made here. This contract is made by the officers of the company and the representatives of the men, and signed up by them, and bears their signatures;" and I says, "It is still in effect." He says, "I can't help that. The company can't afford to pay the men 15 nights or days overtime, filling another man's place temporarily." He says, "We just can't afford it."

Now, I am telling you this in order to show you the attitude of some of the officers toward the men. Not only was that the case—that case was adjusted, eventually, when it was appealed to the higher officials—but it cost us five times more money than it amounted to the man to get it adjusted. No more probably would we get that case adjusted and returned to our homes, when the same thing would occur at some other point on the system, maybe 900 or 1,000 miles away, and our laws required us never to take up a grievance without going first to the place of the grievance and investigating to find out if the grievance is justified, or if there is sufficient evidence to justify the grievance—if we have sufficient grounds to take it up and handle it. And a great many times we go to a place like that and are called where the grievance occurs, and go there and investigate it, which would take us two or three days in order to get the evidence, and then go before the officials with it, and maybe fight it out for a week or ten days, sometimes two or three days—different times. Sometimes we would be able to get a meeting right away, and sometimes have to wait; and sometimes we would get it adjusted, and sometimes we would not. All these things tended to bring about a general dissatisfaction.

Another thing to my knowledge in other crafts was the introduction of the speed-up system. They gave orders there all at once at my local point, to my knowledge, to speed and gear the machines up higher, which resulted in burning up tools—the burning up of tools that were not tempered high enough to stand the increased speed. It raised a complaint from the men. There were a good many things of that kind that showed the men that the company was, it looked like, trying to disrupt them. It would work one organization against the other, too, in negotiating agreements. I have been up there after the machinists have been up or the boiler makers, or some other craft, and was told, "Now, we can't afford to give you any more than we have given them." Or, "We can't afford to give you this, because if we do, when the boiler makers come in they will want it or somebody else will want it." I

man accepts it, and he will come around at the end of the month and say to him, "Well, you have not made your rate according to our prices." And he will say, "I don't care if I didn't; I have done as much work as my partner." "Well, you have not made your rate, and you will have to do better." And the result was that when lay offs came some of these men were laid off that according to the checking of the company had not made their rate, regardless of the fact that they had a clause in their contract giving them seniority rights in regard to laying off.

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not gone into this other, of course, as to who gave the company the right, or who sold it to the company, or turned it over to the company; I don't know. I don't say for sure that those are the facts, but that has always been my knowledge, and it is public knowledge. It is generally understood by the employees, especially at Paducah, that that was the way that property was given to the employees. We paid over monthly—it was taken out of our wages, rather, monthly, whether we wanted it or not. We were not asked anything about it. And when I went there to work they sent me to the hospital to be examined, and they didn't ask me if I wanted to pay the hospital fees or join the association.

I went over and was examined and came back and went to work, and as long as I worked there so much money was taken out; it was on a percentage basis and was taken out of my wages as long as I worked there, every month. We did, eventually, after continuous complaints, get representatives on the board. We only had two men out of the shop crafts and one or two out of the transportation organizations, and the rest of them were made up of company officials, and I will state—

Commissioner GARRETSON (interrupting). Was that when it was the Newport News & Mississippi Valley?

Mr. McCREERY. No; the Illinois Central.

Commissioner GARRETSON. Then you had representation on the hospital board all that time?

Mr. McCREERY. No, sir; we never got it until the last six or eight years.

Commissioner GARRETSON. You have representation now?

Mr. McCREERY. They did before the strike.

Commissioner GARRETSON. I mean other employees?

Mr. McCREERY. Yes; the transportation. I understand that since the strike—shortly after the strike—these new men who were brought into the shops were presented with a vote, to vote this property into the hands of this new hospital association, and it carried.

Commissioner LENNON. What percentage did you pay out of your wages before we leave that point?

Mr. McCREERY. I will state that if you made \$50 or less, 50 cents was taken out of your wages; if you made \$50 or more and up to \$75, 75 cents was taken out of your wages; and if you made between \$75 and \$100, then you paid \$1.

Commissioner GARRETSON. You heard the testimony on that subject yesterday?

Mr. McCREERY. Yes, sir.

Commissioner GARRETSON. And the representation also that the company did not have any representation?

Mr. McCREERY. Yes, sir. Well, I will tell you; I will give you a little of my experience about that representation. I was asked one time by the officers of the road, the superintendent of the Louisville division, to submit my name, that he wanted me on that board. After we had got the requests granted to give us representation they said, "Well, you shop crafts pick out your men; we would suggest that you pick one from the car department and one from the metal crafts"; and that was submitted to the men to select their own men. I being the chairman of our department over there, I was told by the superintendent, he says, "Here, Mac, put your name on that, we want you on that board." If he did that to me he might have done it to some one else; he might have picked his own men everywhere he went.

So, coming down to the time of the formation of the federation, I want to state we felt it was our best interest to unite our interests to offset these policies of the company to establish piecework on the system—numerous reasons and numerous things that caused us to get this federation idea in our heads. So the men at Paducah and Burnside and Memphis, Tenn., who had all got together locally and had been working that way on different questions that pertained to the interests of all of the employees combined with the different local officers as a joint local committee of the federation.

I will say that at Paducah, my home town, that the master mechanic for some time and the general foreman had received a federation committee of all of the shop crafts at that point and adjusted grievances with them until he had orders from headquarters to break it off, and he did break it off rapidly and refused to meet us any more.

I will state that the efforts that were made to organize the federation—the minute Memphis was organizing a federation and wanted to get it organized right and in harmony with and along the lines we hoped to organize, they wrote a letter to Paducah requesting that we send a man down there to teach

them and give them an idea how to operate, as we had been organized locally for some time; and a committee was appointed by the different crafts there, through the local federation, and I was one of that committee that went to Memphis and told those fellows how we had formed our local federation and assisted them in organizing their local federation, composed of three men from each shop craft.

After we had organized that local federation we decided that we would ask the men at Paducah, Ky., and the men at Memphis, of all of the crafts, to levy a voluntary assessment on the men of 25 cents in order to raise sufficient funds to send a couple of men over the road to organize local federations of the men at the different points. Well, we were successful in that and it was taken before each organization and ratified and they appointed a committee to go out and solicit a voluntary contribution of 25 cents, and that fund was raised at Paducah and Memphis and was spent for two men, one to go north and one to go south, and get the men of the crafts together and organize an association by taking it up before the men in a big, general meeting, to see if they were in favor of forming any such federation, and, if so, to select a delegate from each local and instruct them to come to Memphis on May 1, 1911, for the purpose of organizing themselves into a System Federation.

I will state that when the men convened at Memphis, we found out that all of those men who had asked for transportation were flatfootedly denied transportation although they had agreements with the company to furnish transportation; they were denied transportation when it was found that they were going to Memphis for the purpose of forming a federation. That was in strict violation of our contract with the company.

After the formation of the federation at Memphis, the representation of which was made up of one man from each local organization on each system, we drew up laws, rules, and regulations to govern that organization, and we selected—each craft did—an advisory board composed of three men from each craft all over the system. For instance, the carmen selected three men to represent them on this advisory board, the machinists selected three men to represent them on this advisory board, and the boiler makers selected three men, and so on all down the line, so that our board was composed of 27 members, the president, vice president, the secretary, and treasurer being included in that 27 men.

So, after the convention at Memphis, we returned to our respective homes with the understanding that each craft was to draw up their respective rules. I will state in connection with that that it is necessary for each craft to have special rules, because the men of one craft can not be governed by the rules of another craft; the work is so different that it requires different rules. But there were rules which we embodied in one general set of rules known as "general rules," asking that the men of all the crafts be given the same consideration as to rules that would apply to all of the men alike, such as transportation and such as overtime, and we instructed the different organizations to draw up these special rules and recommendations for general rules and to have it ready and for the board to meet at Paducah at a later date on the call of the president. As I said, I was elected president of that meeting. Later on, I called the board together in Paducah, Ky., and at that meeting we took the different contracts—special rules, rather—that were handed in by the different organizations, and after going through them and compiling them and compiling our general rules, we drew them up in a form and sent them to a printer and had them printed in this form. Here is the general rule that comes first, that pertains to the hours of work and to the overtime and to transportation, drinking water, sanitary conditions, and such as that, that apply to all men alike. Then it comes on down with general rules covering the different crafts, special rules covering the machinists, special rules covering the boiler makers, blacksmiths, carmen, painters, clerks, and so forth—federal labor union. We drew them up, and those rules and those special rules from the different crafts are based upon the contracts in effect at that time with very few changes in the special rules. We thought—we had in view the idea that if we were recognized—if we could get recognition as a federation, with some few concessions, we would do well that year, and we did not insert or inject anything in there that we thought would prevent us from being recognized; we were very particular about that.

So, after these rules were drawn up, or at the time, just after these rules were drawn up, I was instructed by the board to send Mr. Foley—I mean to send the officers of the railroad, the superintendents of the different depart-

ments—a letter telling him of the formation of the federation and of our desire to meet them, and I heard Mr. Markham make the statement yesterday—he read a letter where he was notified of the formation of the federation and on being asked if that was the only communication that passed, he said yes, that he had no record of any other. I have some letters here and I want to read them into the record of this investigation. Here is a letter—

Chairman WALSH (interrupting). Before you get to that, I want to see if I can straighten out something in my mind. In talking about this hospital association, what you said about representation on the board applied to the hospital at Paducah, Ky.?

Mr. McCREERY. Yes; to that alone.

Chairman WALSH. As to the general association, the general hospital association, the employees had no representation on the board, just as Mr. Markham said; that is correct?

Mr. McCREERY. Yes; to the best of my knowledge.

Commissioner ASHTON. Beg pardon; this charge of 50 cents against those who received under \$50, and of 75 cents against those who received \$50 and up to \$75, and of \$1 against those who received \$100, applied to Paducah alone?

Mr. McCREERY. Yes.

Commissioner ASHTON. And not to the general situation?

Mr. McCREERY. Yes. This letter was drafted and sent to Mr. Foley after the rules were drawn up and compiled.

Commissioner LENNON. Give the date.

Mr. McCREERY. June 10, 1911. It was as follows (reading):

PADUCAH, KY., June 10, 1911.

MR. T. J. FOLEY,

Assistant General Manager Illinois Central Railroad, Chicago, Ill.

DEAR SIR: The following organizations, International Association of Machinists, International Association of Steam Fitters, Brotherhood Railway Carmen of America, International Association of Sheet Metal Workers, Brotherhood of Railway Clerks, Brotherhood of Blacksmiths and Helpers, Painters and Decorators, Brotherhood of Boiler Makers and Iron-Ship Builders of America, and Federal Labor Union, representing employees of the Illinois Central Railroad and allied lines, have formed a Federation of Railway Employees of the Illinois Central Railroad and allied lines and have, through the executive board representing all of the above organizations formulated rules and special agreements covering working conditions and wage scale, and we desire to inform you that these rules and agreements are now in the hands of the printer and will be ready within a week and will be submitted to you. It is the desire of the executive board, representing these federations, that an audience be granted them at the earliest possible opportunity for the purpose of discussing and adopting these agreements, and to notify the undersigned of date set for conference, allowing time to arrange for transportation to reach Chicago on date assigned by you.

Yours, truly,

J. F. McCREERY,
President.

W. E. BOWEN,
Secretary.

A copy of this letter was sent to R. W. Bell, superintendent of machinery; W. A. Summerhays, superintendent store department; M. K. Barnum, general superintendent of machinery, and to J. M. Barrodale, superintendent car department.

In reply to that, I got a letter from Mr. Foley's office, signed by the chief clerk, dated June 27, 1911.

Chairman WALSH. Was that letter put in the record yesterday by Mr. Markham?

Mr. McCREERY. The first was, but the rest of them were not. Not receiving any reply from Mr. Foley—

Chairman WALSH (interrupting). What have you read heretofore that was not put in the record yesterday in the statement of Mr. Markham?

Mr. McCREERY. Nothing; I just read that first letter.

Chairman WALSH. That first letter was in Mr. Markham's statement?

Mr. McCREERY. Yes.

Chairman WALSH. What are you going to call attention to which you say was not in his statement—that his statement furnished no correspondence in regard to?

Mr. McCREERY. I am going to give you the correspondence.

Chairman WALSH. There seems to be a conflict now between you, and what are you going to claim he did not submit?

Mr. McCREERY. I am going to submit a letter from Mr. Foley's office setting forth the fact or setting forth the information that Mr. Foley was out of the office and that upon his return—

Chairman WALSH (interrupting). Go ahead, I think it will show for itself when you get it in.

Mr. McCREERY. That was June 10, the letter I have read to Mr. Foley, and we were patient in waiting until July 10 before taking the matter up with him again. No; I beg your pardon—yes; on July 10 I wrote this letter; we never received any reply to that [reading]:

PADUCAH, KY., July 10, 1911.

Mr. T. J. FOLEY,

Assistant General Manager, Illinois Central Railroad Co.

DEAR SIR: On June 10 I sent you and subordinate officers a letter telling you of the formation of this system, of the different organizations, into a System Federation, and of our desire of meeting you in conference on proposed agreements covering all organizations affiliated as shown in headlines; and on June 21 I also forwarded yourself and subordinate officers copies of general rules and special agreements, and as yet have received no reply.

Now, as the men over the system are getting very restless and are crowding me for information along this line, I would ask that you let me know as soon as possible as to time of audience with our committee, in order that I may be able to appease the men, a great many of them not being able to understand why there should be such a delay.

Again asking you for as early a reply as possible.

Respectfully,

J. F. McCREERY,

President.

Now, then, in answer to that I received this letter [reading]:

CHICAGO, July 13, 1911.

Mr. J. F. McCREERY,

1246 North Thirteenth Street, Paducah, Ky.

DEAR SIR: Your letter July 10 calling attention to your letter June 10 remaining unanswered has just reached me.

I was out of the city the greater part of June, and since my return Mr. Barnum, general superintendent of motive power, has been absent and is leaving to-day for a couple of weeks. I have not had an opportunity to confer with Mr. Barnum relative to the matters brought out in your letter, and for that reason same can not be given consideration until his return, at which time I will write you further.

Yours, truly,

T. J. FOLEY,

Assistant General Manager.

On July 24 I wrote Mr. Foley [reading]:

"Your letter of July 13 at hand and contents noted, and replying beg to inform you that I can not, after a careful perusal of it, consider that it conveys anything definite regarding the proposition at issue.

"When I consider you were notified June 10 of the desired meeting of all of the crafts on the system you represent, and later, June 21, in conformity with my letter of June 10, the proposed agreements were forwarded to you, it seems to us that the proper consideration has not been given the matter.

"After waiting what in my opinion was a reasonable length of time, I wrote you July 10, requesting an audience; your reply to the letter states that you will have to confer with Mr. Barnum, who is to be absent two weeks from the date of your letter, and for that reason same can not be given consideration until his return, at which time I will write you further."

"Experience has taught me that there is too much valuable time consumed in long-distance correspondence, and furthermore the constant demand made upon me by the different crafts all over the system to take some action which

will result in an audience being granted to the committee, and in tones which indicate that they are more than impatient, constrains me to inform you that a better understanding can be arrived at by a personal interview than by correspondence and have so advised Mr. Knox, vice president, and Mr. W. E. Bowen, secretary-treasurer, who with myself will compose a committee for this purpose.

"By this method we can ascertain just when the audience is to be granted, thereby placing me in a position to convey something definite to the men on the system; to this end I beg to inform you that the committee mentioned will visit you July 28, and I sincerely trust that there will be no delay in granting us an audience, and furnishing us with the desired information.

"Respectfully, yours

"J. F. McCREERY,
President.

Now, I will state I waited upon Mr.—I mean I came into Chicago; on account of the expense I did not call Mr. Bowen, secretary-treasurer, from New Orleans; it had been so expensive. I came into Chicago and had the vice president, Mr. Knox, who lives in Chicago, to accompany me. And we waited upon Mr. Foley in his office to secure an audience, and we appeared at the office. As stated in the letter, we were being crowded by the men for some definite answer and we wanted to know just what the company's attitude was going to be. Mr. Foley questioned us in regard to why break the relations that existed now in dealing with individual organizations, and questioned that to some extent, but he never did say nor he never has said yet that it was necessary; he never had said up until the time of that circular letter that it was in violation of the 30-day notice, or they could not recognize the federation or they would not recognize the federation. I was led to believe in that audience that an audience would be arranged and granted by Mr. Park and Mr. Barnum on their return to the office; and I went away from that convention thinking that that would be—I mean from that hearing—thinking that would be arranged. I went from Chicago down to New Orleans, the office of the secretary-treasurer, and we sent out a circular letter over the system telling the men of the efforts made to secure an audience, and that I believed that just as soon as these officers would return that an audience would be granted. At that time no question was raised at all about the 30-day notice.

Well, after that we waited in vain until August 1. On August 4 the circular letter was sent out by Mr. Barnum which was read into the record yesterday, and I do not suppose it will be necessary for me to repeat it, giving the company's side or the company's reason for not granting an audience to this committee. Of course he goes on, says "certain individuals styling themselves of the 'federation of railways' asked to have an audience." He raised the question of 30 days' notice.

Then in order to appease the men over the system and to come to a better understanding as to what our attitude would be, I called the entire federated board or the federated board, advisory board, into Chicago, and after arriving here why I wrote Mr. Foley another letter and sent it over to him. I first rang him up on the telephone, right in the meeting where our board was meeting. I rang him up at his office and I told him I had the board in there, and that we would like to have an audience with him. And he said that the company had taken the stand they would not meet this federation. I told him to grant an audience and let us get together and talk over the matter and see if something could not be arrived at. He said, no; that their letter fully answered everything, I mean the federation stand in the matter. Then I wrote a letter to him which is as follows (reading):

"The committee representing the above federation is now here and desire an audience with you for the purpose of ascertaining when the agreements presented to you some time ago may be discussed.

"From telephone conversation with your office to-day, we can only infer that it is evidently your intention not to comply with requests made upon you for an audience; if our deductions are correct we will be pleased to have you confirm them, in which event we will submit the matter to the grand lodge officers, who are now here for their consideration and future action.

"Please acknowledge receipt by bearer, and your reply can be made to me at room 506 New Southern Hotel.

"Respectfully, yours,

"J. F. McCREERY, *President.*"

Chairman WALSH. At this point we will stand adjourned until to-morrow morning at 10 o'clock. Please resume the stand at that time, Mr. McCreery. (Thereupon, at 4.30 of this Thursday, April 8, 1915, an adjournment was taken until to-morrow, Friday, April 9, 1915, at 10 o'clock a. m.)

CHICAGO, ILL., Friday, April 9, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Aishton, O'Connell, Ballard, Garretson.

Chairman WALSH. We will proceed. Mr. McCreery, please resume where you left off yesterday evening.

TESTIMONY OF MR. McCREERY—Continued.

Mr. McCREERY. I believe that I had reached the point where I stated we had sent a communication and I read a letter that was sent to Mr. Foley after the advisory board had reached Chicago. In answer to that he sent a copy of a letter that was sent out over the system to the individual employees by Mr. Barnum with an inclosed attached note.

Chairman WALSH. Please pitch your voice a little higher, Mr. McCreery, as the room is large, and some have difficulty in hearing you distinctly.

Mr. McCREERY (reading):

"DEAR SIR: Attached hereto copy of circular letter issued to-day. It very concisely states our views on the subject discussed therein.

"Yours, truly,

"J. T. FOLEY."

The circular referred to was the letter of Mr. Barnum's. Then, at that stage, we turned matters over to the general officers, and I will read you a report that was sent out to the men over the line giving the efforts made by the board and the general officers to secure an audience (reading):

To all brothers:

In connection with my duties as president of the federation I desire to inform you of the ultimate result of the attempt of the executive board to secure an audience with Mr. Foley for the purpose of discussing the merits of the proposed agreements submitted to him from the various craft composing this federation.

In the reports of the grand lodge officers, submitted herewith, everything subsequent to the refusal of Mr. Foley to meet the executive board is detailed and submitted to you for your consideration and final action.

I believe, however, that the attitude of the executive board in connection with the matter should be submitted to you in order that you may intelligently decide what your decision will be.

In connection with our endeavors to secure the audience with Mr. Foley we used every available argument we possibly could through correspondence to secure the audience and to move the officials from their arbitrary stand but without avail; we at no time intimated to the officials that the proposed agreements were our ultimatum; we were prepared and are yet to modify them where it could be shown that any part of them were unreasonable or unjust to the company; they at no time maintained that they were, yet they arbitrarily refuse to grant us an audience for the purpose of giving us an opportunity of discussing the merits of them.

We are not unmindful of the magnitude of the proposition, neither is it our desire to place upon the company a burden too heavy to bear, but we do maintain that no valid reason has been advanced by the officials why they refuse to grant us an audience.

Mr. Barnum's letter embodies the very principles against which the crafts protest, and which caused the birth of the federation, realizing from experience that very little could be secured through the efforts of any one organization, hence the necessity of collective efforts to secure what they believed they are entitled to, and if you are of the same opinion now as you were when assisting in the formation of this federation then your duty is clear. It is my desire that you consider this question calmly but firmly, our duty is to explain the conditions as we see them, yours to decide how far you will go in order to secure

conditions which you maintained were desired when this federation was formed, and to that end the grand lodge officers have submitted to you for your final action the history of the proceedings up to the present time.

Whatever decision you may arrive at is expected to be in the hands of your district chairman or secretary-treasurer, W. E. Bowen, before August 25.

Forward all votes to W. E. Bowen, general delivery, Paducah, Ky.

Fraternally, yours,

J. F. McCREERY,
Chairman.

"To the officers and members of the Federation of Railway Employees.

"DEAR SIR: The executive board of the federation, after having exhausted all honorable means in their power to secure a conference with the proper officials of the Illinois Central Railway system, and being unsuccessful in their efforts, they referred the entire matter to the grand lodge officers representing the organization affiliated with the federation.

"The undersigned grand lodge officers met at the Southern Hotel August 9, and after considerable discussion the matter was thoroughly gone into. A letter was drafted and sent to Assistant General Manager Mr. J. T. Foley, a copy of which is attached hereto:

"CHICAGO, ILL., August 9, 1911.

"MR. J. T. FOLEY,

"Assistant General Manager Illinois Central Allied Lines, City.

"DEAR SIR: The undersigned grand lodge officers, representing the various organizations in the Federation of Railway Employees Illinois Central System, Allied Lines, respectfully request that you grant us an audience for the purpose of talking over the matter of granting a conference to the committee representing the various organizations in the federation.

"We would like to be granted this conference not later than 4 p. m. to-day.

"Hoping you will give this your immediate attention and oblige,

"Yours, truly,

"J. D. BUCKALEW,

"International Vice President Machinists.

"LOUIS WEYAND,

"International Vice President Boiler Makers and Helpers.

"WM. F. FRAMER,

"Grand Secretary-Treasurer Blacksmiths and Helpers.

"FRANK PAQUIN,

"International Vice President Brotherhood of Railway Carmen.

"O. E. HOAD,

"International Vice President Sheet-Metal Workers.

"J. R. AMPINE,

"International President Federal Labor Union.

"JNO. J. CARRIGAN,

"Grand President Brotherhood of Railway Clerks.

"CLARENCE E. SWICK,

"International Vice President of the Painters.

"J. T. KINSELLA,

"International President of the Steam Fitters.

"Address reply to J. D. Buckalew, Room No. 506, New Southern Hotel, Michigan Avenue and Thirteenth Street."

"The following reply was received in answer to the above letter:

"CHICAGO, ILL., August 9, 1911.

"MR. J. D. BUCKALEW,

"International Vice President Machinists,

"Room 506 New Southern Hotel, Chicago, Ill.

"DEAR SIR: Replying to your letter of this date, the attached circular letter, sent out to the employees, clearly states our position. A conference could only result in our reiterating the statements contained therein.

"J. T. FOLEY,
"Assistant General Manager."

"We regarded this reply an evasive one, and deemed it advisable to again write him defining our attitude in the matter which we did and drafted the following letter:

"CHICAGO, ILL., August 9, 1911.

"Mr. T. J. FOLEY,

"*Assistant General Manager Illinois Central Railway, Chicago, Ill.*

"DEAR SIR: The grand lodge officers, representing the machinists, boiler makers and helpers, blacksmiths and helpers, carmen, painters, steam fitters, sheet-metal workers, railway clerks, and Federal labor union, who are employed on the Illinois Central Railway, which road you are in charge of as assistant general manager, asked for a conference for the purpose of arranging a meeting for the men we represent, who are employed on the said Illinois Central Railroad, of which road you are the legal representative. Having refused said grand lodge officers a conference by referring us to a circular letter, that you had gotten out and forwarded to all of your employees, that are a part of the present controversy. The circular letter attached to your letter of even date in no way answers our letter.

"We beg to advise that after giving this matter due consideration we have decided that inasmuch as this is a matter in which all are equally interested, we must insist that you meet the international officers in a body to discuss the matter of a meeting for the representatives of the Federation of the Railway Employees, with the proper officials of the Illinois Central Railroad Co.

"A refusal on your part to meet this committee as a whole will be considered sufficient cause for the international officers to take such action as we deem advisable.

"Any reply you may desire to make to this will reach us at the New Southern Hotel until 2 o'clock p. m., Thursday, August 10.

"Respectfully submitted.

"J. D. BUCKALEW,

"*For the Machinists.*

"LOUIS WEYAND,

"*For the Boiler Makers.*

"WM. F. KRAMER,

"*For the Blacksmiths.*

"FRANK PAQUIN,

"*For the Carmen.*

"CLARENCE W. SWICK,

"*For the Painters.*

"J. T. KINSELLA,

"*For the Steam Fitters.*

"O. A. HOAD,

"*For the Sheet-Metal Workers.*

"JNO. J. CARRIGAN,

"*For the Brotherhood of Railway Clerks.*

"J. R. ALPINE,

"*For the Federal Labor Union.*

"In reply to the above communication we received the following reply from Mr. Foley, as follows:

"CHICAGO, ILL., August 10, 1911.

"Mr. J. D. BUCKALEW,

"*Room 506, New Southern Hotel, Chicago, Ill.*

"DEAR SIR: Replying to your communication of August 9, the circular letter, issued August 4, 1911, by this company, addressed to its employees in the mechanical department, clearly defines our position and fully answers your communication of August 9, 1911.

"Yours, truly,

"T. J. FOLEY,

"*Assistant General Manager.*"

"You will note from the above reply that Mr. Foley again reiterated his previous attitude in the matter, again calling our attention to the circular issued by the company on August 4, the meaning of which as we interpret it—the company will meet the individual organizations, but will not meet the federation—therefore we are submitting this to you for your consideration, and request that each and every member affiliated with this federation indicate by

his vote whether he will cease work until such time as the Illinois Central Railway Co. shall agree to meet the committee of the federated railway employees.

"There are 11 railroads which have met the Federation of Railway Employees, have signed contracts, granted increases in salary of not less than 2 cents an hour to all employees represented by the federation within the past 10 months.

"In addition to this, the Missouri Pacific strike was settled by the federation, and at the present time there is not a single strike breaker on the system. The Rock Island, one of the largest roads running out of Chicago, will go into conference with the Rock Island System Federation on August 15.

"This conference was secured after several months negotiations with the management of that system, and after a strike vote had been taken which was practically unanimous in sustaining the committee.

"In addition to the above, there are nine other railroads which contemplate conferences with system federations in the near future.

"Therefore, we are of the opinion that the general manager of the different Harriman lines have decided to fight the system federation, and refuse to meet more than one trade at a time.

"We know from experience that if we submit to this we can not hope to secure increases in wages and better working conditions; therefore we are placing the matter in your hands in order that each individual can voice his sentiment, after which time we propose to carry out the wishes of the men we represent.

"We would suggest that where it is possible to do so, you hold mass meetings, secure the services of some good speakers for the purpose of explaining to the membership the benefits of system federation, and the imperative necessity of cooperation at this time.

"The grand lodge officers hereby request all the lodges of the respective organizations to hold special meetings immediately and take a strike vote according to your respective constitutions, sending result of your vote to your international or national officers and the secretary of the system federation.

"All votes must be in the hands of the secretary of the system federation not later than August 25, 1911.

"If you are not willing to strike and want to meet the company as a separate trade, vote *No*.

"If you are willing to strike and force the management to meet the federation, vote *Yes*.

"J. D. BUCKALEW,
"International Vice President Machinists,

"LOUIS WEYAND,
"International Vice President Boiler Makers and Helpers,

"FRANK PAQUIN,
"International Vice President Brotherhood Railway Carmen,

"O. E. HOAD,
"International Vice President Sheet-Metal Workers,

"J. R. ALPINE,
"International President Federal Labor Union,

"JNO. J. CARRIGAN,
"Grand President Brotherhood of Railway Clerks,

"CLARENCE E. SWICK,
"International Vice President Painters,

"J. T. KINSELLA,
"International President Steam Fitters,

"WM. F. KRAMER,
"Grand Secretary-Treasurer Blacksmiths and Helpers."

That communication was sent with the strike vote when we submitted the question to the men for a vote, and the return from that vote we received, the result of which is 96½ per cent of the men on the system. I have the exact vote here that I would like to submit to the commission. I do not find it at the moment, and will submit that later to be necessary.

That concludes our effort up to the time the matter was turned over to the general officers. I am not exactly in a position to give you the results of the general officers' efforts to secure an audience after the strike vote was taken. That will be covered by some of the international officers.

Chairman WALSH. What had been your experience with strikes on the Illinois Central prior to the strike of 1911? I think there had been one at Paducah in 1910?

Mr. McCREERY. At Paducah in 1910. We had formed a local federation there of the different crafts and had been dealing with the local management for some time on conditions around the shops there, and grievances, and the men in the car department had several grievances that they were denied any redress from by the officers. We had been trying to get a meeting with the master mechanic. He kept putting us off on the question. So we asked that he meet the federation committee. He refused to do so, stating that he had orders from the general office not to meet the men as a federated committee.

The men were pretty well worked up over not being able to get their conditions adjusted, and the result was that they walked out. They were out three or four days, when the officers came down, and they asked the men to meet them, separate committees at a time. They would call on the machinists, the carmen, the sheet-metal workers, the boiler makers, the blacksmiths, and one and another. But they all refused to meet the officers unless they would meet the committee as a whole.

Eventually they met the committee as a whole, and we adjusted our differences by agreeing to take up the matters of these grievances with those officials later on.

Chairman WALSH. That was at Paducah?

Mr. McCREERY. Yes.

Chairman WALSH. Now, did you have a strike at other points on the line?

Mr. McCREERY. Yes.

Chairman WALSH. And if so, give, as concisely as you can, what led up to the strike at Clinton, the strike at Memphis, the strike at New Orleans.

Mr. McCREERY. I am not in a position to give you the details of that.

Chairman WALSH. All right. Did you ever have any trouble prior to this time as a committeeman from your own craft organization in meeting with the officials and taking up the differences you had?

Mr. McCREERY. We had a good deal of trouble by delays being caused on account of the officials putting us off, causing us to spend a good deal of money in going from one place to another.

Chairman WALSH. What do you have in mind that you can give us information on regarding the importation of the workmen to take the places of strikers?

Mr. McCREERY. The importation of what?

Chairman WALSH. The importation of workmen to take the places of the strikers—strikebreakers?

Mr. McCREERY. What methods did they use to get these men?

Chairman WALSH. Yes; what information they used; what methods they used; the character of the men, and everything of that sort.

Mr. McCREERY. Well, I was in Chicago during the conference just previous to the strike. I was told that they were recruiting men over on Wabash Avenue, and I went over there and walked into the building where they were hiring men. They said they were hiring men for duty on southern and western roads, and I stood there and seen them hire several men, or, that is, take their names down and tell them to report the next morning. That is as far as I know about their hiring men. I have talked with men that came down over the road to work for the company, that after they landed on the job they refused to go to work, after finding out there was a strike on. I have had men tell me they knew nothing about the strike being on.

Chairman WALSH. Do you know what the conditions were after the strike started inside of the stockade—how they were managed, and whether liquor was allowed to come in?

Mr. McCREERY. Yes; it was general knowledge in my home town of Paducah, Ky., that liquor was furnished to the men in the stockades. Furthermore, I have general rumor all over in that city at that time that a good deal of trouble in the shops of men fighting among themselves. There were police calls where the police had to go out. I know several instances where the police came in contact with these fellows and had a good deal of trouble, and had to slug some of them.

Chairman WALSH. I wish you would state, if you know, your observation concerning injunctions, and state just as briefly as you can the effect these injunctions had on the men and the attitude of the men toward the injunctive processes and the men that issued them.

Mr. McCREERY. Yes; the strikers—I myself—was served with about four or five injunctions. In fact, every injunction served in the different States, a copy

was served on me as president of the federation. And I will state that it had a very demoralizing effect on the men. It enjoined them from doing almost anything except breathing. They could not even speak to a man that was working for the Illinois Central Railroad, according to the terms of the injunction; they were very effective upon the men.

Chairman WALSH. In your opinion, in regard to the substance of it, did it cause the men in large numbers to have disrespect for the courts that issued them, and was that disrespect voiced?

Mr. McCREERY. Yes; I have heard the courts condemned repeatedly on that.

Chairman WALSH. What effect did the arrest of these men for violation of injunctive processes have upon them in the community? Did it give them the reputation such as an ordinary arrest would do, or how was it?

Mr. McCREERY. Why, there was a good deal of publicity given the men arrested for certain crimes, but not as much publicity given to the fact that they were not convicted. I have some letters here from the city attorney at Paducah, Ky., as well as from several other attorneys there, as to the court records of that city during the strike, which speak for themselves; and I would like to read one if you will allow me.

Chairman WALSH. Read one and submit the others into the record, if you please, Mr. McCreery.

Mr. McCREERY (reading):

"F. E. GRAVES, ATTORNEY AT LAW.

"PADUCAH, KY., July 17, 1911.

"Mr. J. F. McCREERY, Paducah, Ky.

"DEAR SIR: Having been requested by you to make a statement in regard to the effects of the "shopmen strike" on the Illinois Central Railroad here in Paducah on and since September 30, 1911, I beg to state to you the full effects, as far as I can, in so far as they have affected local conditions.

"There was, immediately afterwards, and since said time a general depression in business, locally, and as the direct result of the strike I have known of several business men forced to the wall and some of whom were forced into bankruptcy. This city has never fully recovered, and probably never will, from the effects of the strike from a financial and also social standpoint, as the men formerly employed by the company before the strike were, as a rule, lifelong citizens of this community, interested in the progress and development of the city and adjoining territory, and owners of their own homes and made good and respectable citizens. Since the strike a great many of them, in fact a majority of them, have left Paducah, broke up their homes, and sought employment elsewhere. Their places were filled at the time by some of the most desperate characters this country produces."

Chairman WALSH. Excuse me. What are you reading now?

Mr. McCREERY. Now, I am getting down to the point, as to the court records.

Chairman WALSH. Well, is that letter from the city attorney, that you spoke of?

Mr. McCREERY. This is a letter from an attorney, Mr. Graves. I can give you the city attorney's letter, if you want it.

Chairman WALSH. Who is Mr. Graves?

Mr. McCREERY. Mr. Graves is an attorney there.

Chairman WALSH. Did he represent any interests involved in the controversy?

Mr. McCREERY. Well, he in a good many instances served the strikers gratis for the work performed for them, he says here in his letter.

Chairman WALSH. Go ahead.

Mr. McCREERY (reading): "Their places were filled at the time by some of the most desperate characters this country produces. In fact, two of the strike breakers murdered in cold blood one of the saloon keepers of the town in an attempt to rob him in the presence of several persons that were in the saloon at the time and made good their escape and have never been captured. This was on pay day night and this saloon keeper had been in the habit of cashing the checks of the Illinois Central employees and generally kept several hundred dollars on hand on such occasions for that purpose. In addition to that, immediately following the advent of the strike breakers into Paducah, we 'enjoyed' the greatest carnival of crime this city ever experienced. All sorts of crime immediately made its appearance in Paducah, and the emissaries of the railroad began an undercurrent of suspicion that the strikers were responsible for it.

"However, soon after the police and detectives of the city ran down some of the crimes and criminals, and in every instance the strike breakers were the ones responsible, and not the strikers. Several of them were convicted and sent to the penitentiary and one or two 'jumped' their bonds and left their bondsmen for the bag to hold.

"Immediately after the strike begun several of the strikers were arrested by complaint made by the I. C.'s private detectives, charged with various crimes of violence, and I had the pleasure of defending them, some for hire and some gratis, unable to pay, and not an instance was any one of them found guilty by the courts. In fact, some of the charges were so flimsy and chimerical that the courts gave an instruction to find for the defendant upon the evidence of the prosecution alone—not requiring the defense to introduce any evidence at all.

"I hope this statement will be of some service to you and to your friends and cause, and in the future if I can be of further service to you kindly let me know.

"Yours, very truly,

"F. E. GRAVES."

I have also a statement of a similar character from the prosecuting attorney. I will submit one more letter that I would like to read to the commission, and then submit the whole bunch for the record.

Chairman WALSH. All right. Very good.

Mr. McCREERY. One letter I have here from a real estate man.

Chairman WALSH. Very good.

Mr. McCREERY (reading):

WHITTEMORE REAL ESTATE AGENCY,

Paducah, Ky., July 18, 1914.

FRANK COMERFORD, *Chicago, Ill.*

DEAR SIR: In reference to the effect of the strike of the nearly 1,000 I. C. R. R. shopmen in Paducah in 1911 on the general business conditions in Paducah, I will state that it was wholly demoralizing in every way, and its bad effects are here to-day.

It was demoralizing financially because it brought about strained credits, not only on account of the men, but on account of the merchants and banks that were doing business with them. It brought about loss of property to the men, both on personal property partly paid for and on homes on which they had made payments.

It brought about strained conditions in neighborhoods, churches, and lodges. Out of it came no good to anyone.

It was a fitting example to call attention to the need of a court of arbitration, where the interests of both labor and capital would be given honest consideration, and all differences speedily adjusted, and for the best interests of all concerned. I remain,

Respectfully, yours,

EDEAN W. WHITTEMORE.

I have here a good many letters of similar character, and also a statement here—an affidavit from the city solicitor of Paducah, Ky., as to the amount of bankruptcies since the Illinois Central strike. I will state that of my own knowledge previous to the strike that a man taking the bankruptcy law was discharged, unless we got things straightened up pretty quick. If a man was garnisheed three times the third time he lost his job. Whenever he was garnisheed he had to lay off from work until it was adjusted. If he was garnisheed three times he lost his job. Since the strike of 1911, up until this time—this was gotten out in 1914, May 20—and it is a short one and I would like to read it [reading]:

STATE OF KENTUCKY,

County of McCracken, ss.

Personally appeared before me, the undersigned notary public, A. Y. Martin, who, being duly sworn, upon his oath states that he has made a careful examination of the docket in bankruptcy of the United States District Court for the Western District of Kentucky, from September 1, 1911, to May 20, 1914, and examined each case for the purpose of ascertaining how many Illinois Central Railroad employees at Paducah, Ky., have availed themselves of the

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United States congressional act, 1898, relative to bankruptcy, and finds that during such period of time there have been eighty-seven (87) cases in bankruptcy in said court, filed by persons at the time in the employ of said Illinois Central Railroad Co.

A. Y. MARTIN.

Subscribed and sworn to before me this the 27th day of May, 1914.
My commission as notary public expires on the 22d day of January, 1918.

KATE NUNEMACHER,
Notary Public, McCracken Co., Ky.

Chairman WALSH. I wish you would give us, as briefly as you can, your knowledge of any violence that was committed during the strike.

Mr. McCREERY. Well, I do know that—

Chairman WALSH (interrupting). I would like you to preface that, if you will, please, with instructions, if any—first, with the extent of picketing down there and the instructions, if any, given to the pickets.

Mr. McCREERY. I am glad you asked that question, because immediately after the strike I sent out letters over the system to the different local secretaries of the local federation warning them against violating the injunctions; that they might be thrown into jail, and, moreover, warning them to tell their pickets to peaceably picket the lines by gathering information as to what was going on and report, so we would be able to get out a bulletin and see the men that came in to work and tell them the conditions and try to persuade them from going into the shops. And I know in a good many cases that our men were pulled up and arrested for violating the law, by supposedly beating up some of the strike breakers, but we have no record of any convictions of my own knowledge, and I do know that some of our pickets were beaten up by so-called strike breakers and gunmen.

Chairman WALSH. What was the membership of the federation at the beginning of the strike?

Mr. McCREERY. The membership was something along about between—well, 7,000 men, to the best of my knowledge.

Chairman WALSH. How was the federation financed during the strike?

Mr. McCREERY. How was that?

Chairman WALSH. How was the federation financed? Where did you get your money from?

Mr. McCREERY. Well, when we found ourselves on strike we found that we had no money. We immediately began to raise money in every way possible; by donation, solicitations, and one thing and another.

Chairman WALSH. Did you pay strike benefits to those out of work?

Mr. McCREERY. The different international organizations paid strike benefits to their members.

Chairman WALSH. I interrupted you. What were you going to say?

Mr. McCREERY. I started to say that at each local point the men used different methods to raise money. We established commissaries and when the men became in desperate straits, needed assistance such as coal, wood, or clothing, groceries, such as that, we would take donations from merchants or farmers or anybody else, and we would distribute this among our most needy people. We would solicit money by raffles, balls, and any kind of entertainment to raise money.

Chairman WALSH. Could you approximate the actual expense of the strike to the federation and to the different crafts that you say paid strike benefits?

Mr. McCREERY. Well, I could not, only in just a general way. I might say it would not be surprising but what it was over two or three million dollars.

Chairman WALSH. How many injunctions do you say were served upon you?

Mr. McCREERY. Well, I do not know. I do not exactly remember. I think some four or five.

Chairman WALSH. Were you made a defendant in any of the cases in which injunctions were issued?

Mr. McCREERY. No.

Chairman WALSH. For alleged violations.

Mr. McCREERY. No. I had a notice to appear before a court, but on advice of my attorney, he said it was not necessary.

Chairman WALSH. If you care to answer—were you ever arrested for any violation of law?

Mr. McCREERY. No; I never was.

Chairman WALSH. How many men after the strike began left the union and went back to work?

Mr. McCREERY. I have no record. Up until January of 1914—up until that time something less than 10 per cent.

Chairman WALSH. That is January, 1914?

Mr. McCREERY. Yes.

Chairman WALSH. There has been no record kept since?

Mr. McCREERY. Well, I am not in possession of it.

Chairman WALSH. Could information be given to the Commission by some other individual?

Mr. McCREERY. Well, I would not say for sure, but I believe it could.

Chairman WALSH. I wish you would describe briefly the status of the situation at the present time. Is it claimed that the strike is still on? Are there any benefits being paid? I would like you to describe the status of the matter to-day.

Mr. McCREERY. Well, there are benefits being paid. The international organizations have about gone their limit and unable to pay any further benefits. But benefits are being raised in different ways in different States, different names throughout the country, different men volunteer donations, and we are keeping men on the job.

Chairman WALSH. Is there any statement you would care to submit covering any subject about which I have not interrogated you?

Mr. McCREERY. How is that?

Chairman WALSH. Is there any statement you would care to submit upon any subject about which I have not interrogated you?

Mr. McCREERY. No; not that I know of.

Chairman WALSH. Commissioner Ashton wishes to ask you a question or two.

Commissioner ASHTON. I just want to ask a question about that schedule, Mr. McCreery, that you submitted yesterday, with rates.

Mr. McCREERY. Yes.

Commissioner ASHTON. That covered the carmen's craft alone, did it not?

Mr. McCREERY. Yes.

Commissioner ASHTON. That was negotiated originally between some of the officers of the company and representatives of the carmen?

Mr. McCREERY. Yes.

Commissioner ASHTON. Were you a party to those negotiations?

Mr. McCREERY. No, sir. I will explain my absence off of that committee.

Commissioner ASHTON. It does not make any particular difference; what I was trying to get at is whether it was negotiated by a committee.

Mr. McCREERY. Yes.

Commissioner ASHTON. A committee elected by the carmen to represent them?

Mr. McCREERY. Yes.

Commissioner ASHTON. And it was agreed to on their behalf?

Mr. McCREERY. Yes.

Commissioner ASHTON. And that schedule you had was the last one that was negotiated with the Illinois Central Railroad?

Mr. McCREERY. Yes.

Commissioner ASHTON. Who generally, on behalf of the company, negotiated or signed those schedules?

Mr. McCREERY. The superintendent of the car department, and the superintendent of motive power.

Commissioner ASHTON. Under that schedule, the principal difficulty you had was in delay, was it, in reaching those officers to negotiate new schedules or to reach an adjustment under the old ones?

Mr. McCREERY. How is that?

Commissioner ASHTON. Under that schedule—you said there were objections to the schedule and the method of negotiation, because of delay, that there was a good deal of delay in reaching the officers of the company in cases of grievance or of disputes about rates, or anything of that kind?

Mr. McCREERY. No; I could not say that in regard to the negotiation of agreements but as to the adjustment of grievances.

Commissioner ASHTON. But, ordinarily, the grievances were adjusted with more or less satisfaction, with more or less satisfaction on either side after a lapse of time?

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Mr. McCREERY. Not so much of late, but previous to the strike, we had a lot of difficulty, and we were unable to adjust our grievances; we were able to adjust some of them.

Commissioner AISHTON. But could not reach a conclusion as to others?

Mr. McCREERY. Yes.

Commissioner AISHTON. That schedule you read there was in effect up until the time of the strike?

Mr. McCREERY. Yes.

Commissioner AISHTON. I think that is all; thank you.

Chairman WALSH. That is all. You will be excused permanently, Mr. McCreery.

Mr. McCREERY. I wish to state one thing, that my organization notified the management and gave them the 30 days' notice. It was stated we had not.

Commissioner AISHTON. Have you a copy of that notice?

Mr. McCREERY. No, sir; it was personal; the notice was personal, and has been for years. Our chairman would simply notify the management that we wanted a meeting on a certain date.

Commissioner AISHTON. Who was the chairman?

Mr. McCREERY. O. L. Sanborn.

Commissioner AISHTON. And he can furnish such evidence as may be necessary to show that?

Mr. McCREERY. Yes; I will give it to you.

(Under date of April 22, 1915, Mr. McCreery wrote the commission as follows:

"In regard to the 30 days' notice I stated in answer to Commissioner Aishton's question on that matter that my organization had given the 30-day notice through the system chairman, Mr. O. L. Sanborn, and that it was given verbally and not in writing; therefore am not able to furnish a copy. I have endeavored to get in touch with Mr. Sanborn in order to get a statement from him in regard to the matter, but have been unable to locate him.")

Chairman WALSH. That is all, thank you, Mr. McCreery. You will be permanently excused.

Mr. R. W. Bell.

TESTIMONY OF MR. R. W. BELL.

Chairman WALSH. Will you please state your name?

Mr. BELL. R. W. Bell.

Chairman WALSH. What is your business?

Mr. BELL. General superintendent of motive power of the Illinois Central Railroad Co.

Chairman WALSH. How long have you occupied that position?

Mr. BELL. Since June 1, 1913.

Chairman WALSH. Since June 1, 1913?

Mr. BELL. Yes.

Chairman WALSH. What was your position at the time the strike began, in 1911?

Mr. BELL. Superintendent of machinery.

Chairman WALSH. I wish you would please give your connection with the Illinois Central Railroad Co., and with railroads generally, your general railroad experience, and the positions you have held.

Mr. BELL. Well, I have been connected with the Illinois Central in the capacity of locomotive engineer, traveling engineer, roundhouse foreman, general foreman, master mechanic, assistant superintendent of machinery, superintendent of machinery, and general superintendent of motive power.

Chairman WALSH. Did you have personal charge of the negotiations with craft unions representing shop employees prior to the strike?

Mr. BELL. Well, some of them, I did; with the metal trades.

Chairman WALSH. That would include what?

Mr. BELL. Machinists, boiler makers, blacksmiths, pipe fitters, tanners, and coppersmiths.

Chairman WALSH. Any others?

Mr. BELL. The common labor in the locomotive department.

Chairman WALSH. Was there any organization among the common laborers?

Mr. BELL. Yes, sir.

Chairman WALSH. What was that called?

Mr. BELL. Well, it was simply called—

Chairman WALSH (interrupting). Called the Federal Union?

Mr. BELL. Yes; the Federal Union.

Chairman WALSH. Will you please give us, as briefly as you can, the modus operandi of making the annual contracts with those organizations?

Mr. BELL. The representatives of each craft would require a meeting, and on the first convenient date we would arrange for a meeting, and there and then make a contract covering the working conditions and rates of pay.

Chairman WALSH. Please describe how these committees were organized by the men.

Mr. BELL. I presume they were elected or appointed by the men.

Chairman WALSH. How many of them were there on the committee?

Mr. BELL. Well, there was usually one man from each division point.

Chairman WALSH. How much of your time was spent in negotiations with shop committees?

Mr. BELL. Oh, possibly six weeks of each year.

Chairman WALSH. Six weeks of each year?

Mr. BELL. Yes.

Chairman WALSH. Was there any complaint of any sort from the committees that they were not given sufficient time or that the time was not so ordered as to be convenient and effective for them?

Mr. BELL. Yes; there was. We generally tried to make the time as convenient for them as possible. At all times we were not able to meet them just when they wanted to be met, but we arranged it as soon as we could.

Chairman WALSH. What form did the complaint take? Was it a serious complaint, or just a sort of objection?

Mr. BELL. Oh, a sort of objection; I never heard of any serious complaint.

Chairman WALSH. You were present yesterday, Mr. Bell, and heard the discussion of the objection that the men had to the piecework, the bonus system, and time studies used in the company's shops?

Mr. BELL. Yes.

Chairman WALSH. Please give us your comment upon that without specific questions; what the effort of the company was in that direction, the purpose of it, and the attitude of the men toward it.

Mr. BELL. I was not in charge of the car department at that time. I was merely in charge of the locomotive department.

Chairman WALSH. What did you have to do with the bonus system or time studies, or anything of that sort?

Mr. BELL. Nothing; we had no piecework system in the locomotive department.

Chairman WALSH. Were the seniority clauses in the contracts with the craft unions always complied with in reducing forces?

Mr. BELL. Generally it was.

Chairman WALSH. Was there complaint in regard to that from the men? That is, to violation of the clause? And in the instances in which it was not strictly adhered to, what was the reason therefor?

Mr. BELL. I believe, so far as the locomotive side was concerned, it was adhere to.

Chairman WALSH. Would that include all of the departments of which you had knowledge?

Mr. BELL. Yes.

Chairman WALSH. I am going to go through the list, and anything you are familiar with please tell about it. What were the wages paid to carmen?

Mr. BELL. Well, they varied in different localities. We generally paid the going rate of wage in that locality.

Chairman WALSH. Please give the rate.

Mr. BELL. I could not, offhand.

Chairman WALSH. Could you, offhand, give the rate of the blacksmiths?

Mr. BELL. No; I could not; I would have to refer to the list of the rates.

Chairman WALSH. I wish you would give us those that you can recall now, in any particular locality; that is, the wages paid to blacksmiths.

Mr. BELL. Well, in Burnside, that is our Chicago shop, we paid the going rate of wages to blacksmiths, to machinists, boiler makers, blacksmith helpers, pipe fitters, and tinners.

Chairman WALSH. What were the wages paid?

Mr. BELL. Machinists, 39 cents an hour; boiler makers, 40 cents.

Chairman WALSH. What were the wages paid to blacksmiths?

Mr. BELL. They ran from 36 to 42 cents an hour, according to the importance of the work. The pipefitters, I do not remember just exactly what we paid them, or the tinners, or coppersmiths.

Chairman WALSH. What were the wages paid to the painters?

Mr. BELL. Or as to the painters.

Chairman WALSH. What were the wages paid to decorators?

Mr. BELL. We had no decorators in the locomotive department.

Chairman WALSH. What wages were paid to the shop clerks?

Mr. BELL. We paid the going rate of wage.

Chairman WALSH. What do you mean by "going rate of wage"?

Mr. BELL. The rate paid by other railroads in the same locality.

Chairman WALSH. Is there a variation in the duties of shop clerks?

Mr. BELL. Oh, yes; there is. There are some that their duties are very important, and there are others that their duties are of minor importance.

Chairman WALSH. How did the wages range, of the shop clerks?

Mr. BELL. Possibly from \$55 to \$105.

Chairman WALSH. Unless it has been called for from some other witness, will you please furnish us with the wages paid—I will put it in the record so it will be given to you, at the different points on your system—that were paid at the time of this strike, and at the present time to carmen, blacksmiths, boiler makers, machinists, sheet-metal workers, steam fitters, painters, decorators, paper hangers, helpers, and shop clerks.

Mr. BELL. Yes.

(The matter above referred to will be found printed among the exhibits at the end of this subject as Bell Exhibit.)

Chairman WALSH. Were the helpers and shop clerks organized in the unions?

Mr. BELL. In some localities; at Centralia, Paducah, Waterloo, Burnside, and Chicago.

Chairman WALSH. In what unions were they organized?

Mr. BELL. I believe they were affiliated with the American Federation of Labor.

Chairman WALSH. Were the shop clerks also?

Mr. BELL. No; there was no organization of the shop clerks.

Chairman WALSH. Did you have contracts with the Helpers' Union?

Mr. BELL. Yes.

Chairman WALSH. Did you have a conference at times with the Federal Labor Union as a labor union?

Mr. BELL. Yes; we had from the different localities.

Chairman WALSH. Were you ever asked to have conferences with the Brotherhood of Railway Clerks?

Mr. BELL. No; I never was.

Chairman WALSH. You are not aware of the fact, if it be a fact, that that request—that they requested a conference and it was denied?

(No answer.)

Chairman WALSH. I say, are you aware of that fact, if it be a fact?

Mr. BELL. No; I am not aware of that fact.

Chairman WALSH. What part did you take in obtaining men to take the places of strikers?

Mr. BELL. Our strike breakers for the first year, we obtained generally through employment agencies, but there were a great many men who applied individually, and as they applied individually, we passed upon them and put them at work.

Chairman WALSH. What class of men were obtained from the Pinkerton Agency and the Hannon and the other agencies as to personally character and habits? Were they furnished good men, as good men as were ordinarily employed by you?

Mr. BELL. Oh, they furnished good, bad, and indifferent.

Chairman WALSH. About how did those range?

Mr. BELL. Well, some of them were satisfactory and some of them were not satisfactory.

Chairman WALSH. How did their efficiency generally compare with that of the men who had gone on the strike?

Mr. BELL. Well, it was not as good.

Chairman WALSH. How does the efficiency of your present force compare with that of the force prior to the strike?

Mr. BELL. Very favorably.

Chairman WALSH. How many men have you hired since the strike began?

Mr. BELL. Oh, I couldn't answer that off-hand. We hired, the first year, several thousand.

Chairman WALSH. Could you approximate it a little closer than that, how many thousand?

Mr. BELL. Well, we had 8,500 men go out on strike, and we possibly hired 15,000.

Chairman WALSH. Could you give us an estimate as to how long and for what length of time these men remained in the service during the first year?

Mr. BELL. No; I could not give you that information.

Chairman WALSH. Sir?

Mr. BELL. I could not give you that information.

Chairman WALSH. Do your master mechanics and other subordinate officers report—what kind of a report do you get from your master mechanics and other subordinate officers as to the class of men that were furnished by the employment agencies?

Mr. BELL. We get no reports from the master mechanics.

Chairman WALSH. When did you cease to get men through these employment agencies?

Mr. BELL. I believe that we stopped employing men through the agencies about February, 1912.

Chairman WALSH. How many men do you think were employed that way altogether?

Mr. BELL. Oh, I have no idea.

Chairman WALSH. Could you tell what proportion of them remained with the company?

Mr. BELL. We have to-day about 2,500 men with the company who came to us between September 30, 1911, and September 30, 1912.

Chairman WALSH. And September 30, 1912?

Mr. BELL. Yes.

Chairman WALSH. But you quit employing them through these detective agencies at what time?

Mr. BELL. About February, 1912.

Chairman WALSH. And do you know how many of those men that came to you through that means are still with the company?

Mr. BELL. No; I do not. That would have to be checked up from the records.

Chairman WALSH. How many strikers have you had returned to work?

Mr. BELL. I think about 2,000 men.

Chairman WALSH. Have wages been increased or reduced since 1911?

Mr. BELL. Wages are practically the same as they were September 30, 1911, with few exceptions where they have been increased.

Chairman WALSH. And in what departments have they been increased and what was the extent of the increase?

Mr. BELL. Well, that would refer to the common labor. We have in some cases increased the wages of the common laborer.

Chairman WALSH. From what point to what point, what sum?

Mr. BELL. Possibly we would increase 2 cents an hour.

Chairman WALSH. What were they getting before the increase?

Mr. BELL. Well, they were getting all the way from 18 to 22 cents an hour.

Chairman WALSH. Has the piece system been extended since the strike?

Mr. BELL. We have no piecework system in the locomotive department.

Chairman WALSH. What is your knowledge as to the piece system in any other department of your company?

Mr. BELL. We have piecework system in the car department at 10 shops.

Chairman WALSH. Where?

Mr. BELL. At 10 of our shops.

Chairman WALSH. What shops are they? [Witness examines book.] I will let you furnish it. We must hurry along.

Mr. BELL. Just a moment. I have it here.

Chairman WALSH. Have you?

Mr. BELL. Yes. We have Burnside, Clinton, Mattoon, Centralia, Mounds, Paducah, Birmingham, Harahan, East St. Louis, and McComb.

Chairman WALSH. Has the piecework system been extended to your knowledge since the strike?

Mr. BELL. Yes; I believe we have put the piecework system in a few of the points since the strike.

Chairman WALSH. Has it been made compulsory in any instance where it was not compulsory prior to the strike?

Mr. BELL. No. It was put in at the request of the men at the points that it was instituted.

Chairman WALSH. In what way was the request communicated to the company?

Mr. BELL. Verbally, a verbal request by the men on the division officers.

Chairman WALSH. That is, did the men come in conference, send a representative to the division officers?

Mr. BELL. Yes.

Chairman WALSH. Is there any record made of that?

Mr. BELL. No.

Chairman WALSH. What official had charge of the special officers and guards in the shops during the strike?

Mr. BELL. Mr. Kelliher, who was our chief special agent.

Chairman WALSH. Describe in what manner you cooperated with Mr. Kelliher in assigning these guards.

Mr. BELL. I had nothing to do with the assignment of guards whatever.

Chairman WALSH. And what official cooperated? Who did?

Mr. BELL. Mr. Kelliher assigned all the guards.

Chairman WALSH. Did he have any cooperation with any official of the company whatsoever?

Mr. BELL. No, sir. He put the guards in, I believe, on his own judgment at different points.

Chairman WALSH. Do you know what instructions were given to the guards with reference to picketing by strikers?

Mr. BELL. No; I do not.

Chairman WALSH. Was there no person connected with the company that took up the questions of policy as to the conduct of these guards with Mr. Kelliher?

Mr. BELL. Well, it was generally understood that the guards were there to protect our property.

Chairman WALSH. Do you know of any instances where members of the shop crafts were asked to send their representatives in the form of a federated committee to the legislature or the governor or the Chicago Civic Council in the interests of legislation desired or opposed by the company?

Mr. BELL. Yes; I believe there was a request made when the freight rates were being requested. I believe they requested some of the representatives of labor to go to Springfield; that is, I heard that. I have no personal knowledge of it.

Chairman WALSH. And you had no personal contact with that?

Mr. BELL. No.

Chairman WALSH. What is your opinion from your experience as a railroad man with reference to the practicability and desirability or not of dealing with your shop employees as a federation? I wish you would give your comment upon it.

Mr. BELL. Well, I believe—I am not in favor of it.

Chairman WALSH. Please give your reasons.

Mr. BELL. Because I believe that they are too hard to handle in case of the federation. I believe it is more satisfactory to handle the men individually; that is, by crafts.

Chairman WALSH. I wish you would be a little more definite, if you will, please, Mr. Bell, as to what you mean by, "too hard to handle." Do you mean too hard to deal with, to establish contractual relations with?

Mr. BELL. Yes.

Chairman WALSH. Too powerful and too insistent upon demands?

Mr. BELL. No; not too powerful, but too insistent and unreasonable.

Chairman WALSH. Any other reason that you have in mind for being opposed to it?

Mr. BELL. No. Those are about the reasons I have.

Chairman WALSH. Upon what do you base that statement, please, Mr. Bell, as to their being unreasonable? Is it on account of their potential strength by being added together, or is it from some experience that you have had where there has been a federation?

Mr. BELL. The employees of the mechanical department, who are all the skilled help, are in the minority; and my impression is that the unskilled help, being in the majority, would outvote the men who are in the minority.

Chairman WALSH. Is your opinion based upon any experience either that you have had or that you gathered from other railway officials with respect to this matter?

Mr. BELL. No; we had one experience with federated crafts at Paducah, Ky., in 1910. Our master mechanic was in the habit of receiving representatives from each of the crafts on shop matters. It occurred in the summer of 1910 that one of our subforemen in the car department laid off for a few days to go to a camp meeting.

Chairman WALSH. What?

Mr. BELL. To go to a camp meeting. And there was a man appointed to take his place temporarily who did not suit the men. The result was all of the employees at Paducah went out on strike. And they were out several days. I went to Paducah. While I did not have charge of the car department at that time, I was deputized to settle it. I went to Paducah and received representatives of the car department and representatives of other crafts; they were allowed to sit in and listen to the proceedings, and we came to an understanding, and the men went back to work.

Now, there was absolutely no reason for those men going out on strike about a trivial matter like that.

Their contract required that they should appeal to the higher officers before they would go out on a strike.

Chairman WALSH. Over what period of time did those negotiations extend; that is, the settlement of this strike?

Mr. BELL. About two or three days.

Chairman WALSH. About two or three days?

Mr. BELL. Yes.

Chairman WALSH. Did all the men go back?

Mr. BELL. Yes; they all went back to work.

Chairman WALSH. What was the disposition of the matter? Did the foreman remain?

Mr. BELL. Yes; he remained; that is, the foreman who left to attend the camp meeting came back and went to work.

Chairman WALSH. It was only a temporary matter?

Mr. BELL. That is all. My impression from that occurrence was that the federation was not a very good thing.

Chairman WALSH. Have you any other experiences or any other facts?

Mr. BELL. No; I have had no other experience with federated trades.

Chairman WALSH. Since this strike came up, have you had any communications with any other companies, either that opposed this scheme of organization or upon whose systems it was in force?

Mr. BELL. No; I have not. I only hear in a general way. They are only rumors that they don't get along very well.

Chairman WALSH. You have no special instances you could give?

Mr. BELL. No.

Chairman WALSH. To what extent does the strike effect the efficiency of your shop?

Mr. BELL. Well, in the first year to considerable extent.

Chairman WALSH. What was its effect as to increasing the number of engine failures, accidents, wrecks on the road?

Mr. BELL. Well, the engine failures, of course, a little; but did not increase the wrecks.

Chairman WALSH. Were there any wrecks that could be directly attributable either to the conduct of the men that were in your employ or to the failure on account of either the character of the men or the number of them to keep up the equipment properly?

Mr. BELL. No more than ordinarily.

Chairman WALSH. Did you personally go over the system prior to the calling of the strike and call on the local committees of the craft unions, particularly the metal trades, to withdraw from the federation?

Mr. BELL. I never requested them to withdraw from the federation; but I advised them against joining the federation.

Chairman WALSH. That was how long prior to the strike?

Mr. BELL. That was possibly two months prior to the strike.

Chairman WALSH. Did you give them the reasons why you thought they should refrain from joining the organization?

Mr. BELL. Yes, I believe I told them that I thought it was to their interest to remain a metal-trades craft and not affiliate with the car department side of the mechanical department.

Chairman WALSH. Did you give them the same reasons that you have given here as your objection to federated organizations?

Mr. BELL. No; I just simply gave them the reasons I have explained.

Chairman WALSH. After the strike was called, did you have anything to do with the publicity and the creation of what you might say public sentiment upon the question?

Mr. BELL. No, sir.

Chairman WALSH. Did you arrange for meetings of business men or shippers, urging them to influence the men to go back to work?

Mr. BELL. No, sir.

Chairman WALSH. Do you know anything about any such thing having been done?

Mr. BELL. No, sir; I do not.

Chairman WALSH. Did the clergy take the position in some instances—I notice a communication read from a bishop and some other suggestions of that kind in the statement made by Mr. Markham. Do you know anything about any person urging upon ministers to use their influence upon the men and ask them to return to work?

Mr. BELL. No; I do not.

Chairman WALSH. Who would know about that now? For instance, there was a communication read here from a bishop, in which he told the men that they ought to go back to work and desist from their efforts to organize in the way they were doing. Do you know how that came about? Was there any pressure brought to have that done?

Mr. BELL. I don't know.

Chairman WALSH. To your knowledge?

Mr. BELL. No.

Chairman WALSH. Do you know by hearsay?

Mr. BELL. No; I just saw the statement at the time, but I know nothing further about it.

Chairman WALSH. Is your present attitude as it has been expressed here as in the past with reference to dealing with craft unions or federated unions?

Mr. BELL. Yes.

Chairman WALSH. You have not changed your position on that?

Mr. BELL. I have not changed my mind on it.

Chairman WALSH. You have not changed your position on it?

Mr. BELL. Nor my position.

Chairman WALSH. What experience did you have that you could enlighten us upon with reference to violence during the strike by either side?

Mr. BELL. Well, there were a great many fights. I paid no particular attention to the fighting that was going on.

Chairman WALSH. What actual experience did you have that you could give this commission with reference to the interference of the orderly conduct of the business in your shops during the strike?

Mr. BELL. Why, there was some interference. I do not know who did it. I could not say it was the strikers.

Chairman WALSH. Please describe what that was, this interference that interfered with the orderly conduct of the business of the company?

Mr. BELL. Well, an engine started away from Burnside and collided with a train on a crossing. Another engine was started away from Waterloo by some unknown person and collided with a train on the main line. Another engine was started away—

Chairman WALSH. That is Waterloo, Ill.?

Mr. BELL. Waterloo, Iowa. Another engine was started away at Paducah and collided with an engine in the yards.

Chairman WALSH. Was there a loss of life in either case?

Mr. BELL. No; I believe there was somebody injured.

Chairman WALSH. Was the property destroyed or the equipment broken up?

Mr. BELL. Yes; there was.

Chairman WALSH. Was there anything else of that sort?

Mr. BELL. Equipment was destroyed.

Chairman WALSH. Now, any other instances, other than those you have mentioned?

Mr. BELL. No; I can not recall any particular instances.

Chairman WALSH. Now, would that include—we would like to get from you, if you could, Mr. Bell, a concise but an exhaustive statement of just what occurred in the way of violence that interfered with the operation of your business?

Mr. BELL. We could compile a statement for you.

Chairman WALSH. Well, I would like if you could give it offhand.

Mr. BELL. Oh, I don't remember just offhand.

Chairman WALSH. Well, any that you do remember offhand.

Mr. BELL. Well, those three were about the cases.

(The information above referred to will be found printed among the exhibits at end of this subject as 'Bell exhibit.')

Chairman WALSH. Now, is there any other statement that you desire to make upon any subject that I have not interrogated you upon, Mr. Bell?

Mr. BELL. No.

Chairman WALSH. Commissioner O'Connell has some questions he would like to ask you, please.

Commissioner O'CONNELL. I understood you to say, Mr. Bell, that ordinarily it would require about five weeks to adjust the various contracts with the metal-trades organizations during the year?

Mr. BELL. Yes, sir.

Commissioner O'CONNELL. If I recall, I think that in 1908 the question of the reduction of hours and of the increase of wages was under consideration. That required several months at that time to bring about an adjustment of these questions, with the machinists first. I think they met around, well, in the fall of the year, in September, and were in session several weeks with you, and then the hour-question was adjusted, and the wage-question went over and was not settled until several months later—the next spring?

Mr. BELL. Possibly.

Commissioner O'CONNELL. Must have gone along for several months?

Mr. BELL. Well, that may have been so.

Commissioner O'CONNELL. And the other organizations in the meantime had received no adjustment of their affairs, and when the contract was finally made with the machinists as to hours, it had the effect of making the other organizations agree to the arrangement made with the machinists' organization? In other words, the dealing with one organization first practically set the rule for all others to comply with. They were simply called in and given those contracts?

Mr. BELL. No; not necessarily. We generally met the first organization that made the first request.

Commissioner O'CONNELL. Well, at that time, in 1908, wasn't there a much greater period of time occupied in entering into an agreement?

Mr. BELL. Well, there may have been. I would have to refresh my memory on that.

Commissioner O'CONNELL. The committee met, I think, in 1908—one organization alone I speak of. In that case, weren't you in session with them several weeks, and were not adjournments taken, and finally an adjustment was reached in the latter part of that year, covering—in which the nine-hour day was agreed upon, and the wage question was put over, and conferences held innumerable times, and it was not finally adjusted until about May or June, 1910—1909. So that they were running conferences for practically six or seven months in that instance?

Mr. BELL. No; I don't believe that is so. I do not believe they were running—well, they may have been running conferences, but I believe the conferences were closed.

Commissioner O'CONNELL. The question of wages not having been adjusted, as I recall it—having been somewhat interested in the matter at that time—the wage question was not adjusted until May or June of the following year?

Mr. BELL. 1909.

Commissioner O'CONNELL. 1910.

Mr. BELL. 1910—possibly that is so. We were adjusting wages all the time with different crafts.

Commissioner O'CONNELL. Well, now, the manner of federation and the bringing about of an understanding whereby the federation—whereby all the organizations would be dealt with as a federation—the purpose being to avoid that delay of an adjustment of their annual contracts, would that not be preferable, to that these running—this expenditure of time and expense would be avoided? The men in the shops would know that there was a settlement; there would be a settling down of the men to the work; not a continuous arguing among the men and loss of time, as regarding the contracts.

Mr. BELL. No; I do not believe that we would settle with the men any quicker jointly than we would separately. The matter of the adjustment of wages and the adjustment of grievances is subject to considerable negotiation.

Commissioner O'CONNELL. Well, if you brought in one organization and discussed the question of a reduction of hours—say the largest organization on the system, and you agreed upon a certain number of hours which would constitute a day's work, and that was signed up, now it is not possible, is it, that the other organizations when they came in would be given any different—any longer or shorter period?

Mr. BELL. If they requested it and it was thought feasible.

Commissioner O'CONNELL. If the machinists had been given a nine-hour day, and the boiler makers and blacksmiths should come in and ask for an eight-hour day, they might be given an eight-hour day?

Mr. BELL. No. If they asked for a 10-hour day—which the boiler makers did in some instances.

Commissioner O'CONNELL. Came in and asked for a longer day?

Mr. BELL. Came in and asked for a 10-hour day—or night.

Commissioner O'CONNELL. Night?

Mr. BELL. Yes.

Commissioner O'CONNELL. What were they formerly working?

Mr. BELL. Nine hours.

Commissioner O'CONNELL. Do you know whether you heard the contract read here the other day in which the men hired to take the place of the strikers agreed if they did not stay in the employ of the company for 30 days, but left of their own accord, they would not be entitled to any compensation—do you know whether that was carried out in any case?

Mr. BELL. No; I never saw any of those contracts, but I believe the men were paid for all the time they worked. I never knew of a case where a man was not.

Commissioner O'CONNELL. Do you know of any bonuses or special considerations being given to strike breakers when they were brought in at any time?

Mr. BELL. I do not believe any were ever given.

Commissioner O'CONNELL. Was piecework introduced at the car shops since the strike took place, except upon the request of the men?

Mr. BELL. Yes, sir.

Commissioner O'CONNELL. Might that be considered a bonus of some kind for their having remained in the service of the company?

Mr. BELL. I don't think so.

Commissioner O'CONNELL. What extra compensation did these men make after piecework was introduced over that formerly received by them?

Mr. BELL. Well, they made all the way from \$10 to \$40 a month over and above their day rate. If they do not make it they are paid their day rate.

Commissioner O'CONNELL. What was their day rate?

Mr. BELL. Well, it varied in different localities; for the men in the car department, possibly an average would be about 22 cents for car repairing—22 cents per hour—and 25 cents for a car carpenter.

Commissioner O'CONNELL. Was the production where they increased it greater than it had been in the other shops formerly? With reference to the output?

Mr. BELL. You mean after the piecework was introduced?

Commissioner O'CONNELL. Yes.

Mr. BELL. Yes; it was.

Commissioner O'CONNELL. About what per cent?

Mr. BELL. Oh, possibly 10 or 15 per cent, and in some instances 20 per cent.

Commissioner O'CONNELL. On an increase of 15 or 20 per cent it would increase their wage rate \$30 or \$40 a month?

Mr. BELL. Well, from \$10 to \$40.

Commissioner O'CONNELL. From \$10 to \$40?

Mr. BELL. It ranged between those figures.

Commissioner O'CONNELL. Is there any assurance to the men that that rate will continue indefinitely?

Mr. BELL. Is there any assurance to the men?

Commissioner O'CONNELL. Yes.

Mr. BELL. We have established a piecework rate in the car department, and there is no reason why it should not continue indefinitely. It is fair and reasonable.

Commissioner O'CONNELL. Have you the right to readjust it?

Mr. BELL. Yes; we have, with the consent of the men.

Commissioner O'CONNELL. With the consent of the men?

Mr. BELL. Yes. We would not readjust the piecework schedule without the men were consulted; and the men are not compelled to work piecework if they do not want to.

Commissioner O'CONNELL. Well, would a man in a plant where piecework was in operation, and there was this increase of apparent efficiency, is it likely that the company would retain men there that would not work piecework where others were working piecework, and adding increased efficiency to the plant?

Mr. BELL. Well, we have not had any of those cases in those localities where the men had declined to work piecework.

Commissioner O'CONNELL. Suppose there was to be an adjustment of piecework—that your company attempted to readjust, say, the price paid. I understand there is no organization among the men at this time, and no contract relations between the men and the company at this time?

Mr. BELL. Only a set of shop rules.

Commissioner O'CONNELL. You promulgated the shop rules?

Mr. BELL. Yes; I was instrumental.

Commissioner O'CONNELL. The men were not taken into conference, as formerly, in the matter of agreeing to the rules?

Mr. BELL. The rules practically covered the old organizations. There were no changes.

Commissioner O'CONNELL. Just put into effect the rules that were the agreements with the older organizations?

Mr. BELL. General agreements.

Commissioner O'CONNELL. Now, suppose the company were arbitrarily to change these rules, how would the men at the present time, not being organized, compete with the company, or even get consideration?

Mr. BELL. Well, I do not think it would be fair to change the rules without consulting the men. The men in our different shops have representation.

Commissioner O'CONNELL. They would be called in en masse—the shopmen would all be called together and you would explain there was going to be a reduction in the price of piecework, or a change in the rules?

Mr. BELL. No; they would be called in according to trades.

Commissioner O'CONNELL. All the carmen, for instance, would be called in?

Mr. BELL. Yes, sir.

Commissioner O'CONNELL. En masse?

Mr. BELL. Yes, sir.

Commissioner O'CONNELL. And would be dealt with individually?

Mr. BELL. Yes. They have committees. They are represented by committees. The carmen have committees, and so have all the trades. They are represented.

Commissioner O'CONNELL. How do they select the committees if there is no organization among them?

Mr. BELL. They elect them themselves, I presume. Whenever they have any grievances they send in a man to the office, and they say this is our committeeman and we wish you would confer with him. We always do.

Commissioner O'CONNELL. Suppose the committeeman enters into some arrangement with you and goes back and reports to these men, and then the men simply pay no attention to it. What method of enforcing the agreement made with these men would there be. Who is the responsible party? Who is the responsible party you call in to make these men do so and so?

Mr. BELL. Well, we have never had a case of that kind come up.

Commissioner O'CONNELL. There would not be any organized influence or power behind any arrangement you make with these men?

Mr. BELL. Only the moral obligation of the men or of the man.

Commissioner O'CONNELL. You say the efficiency of your shops now is up to the standard, as it was prior to the strike?

Mr. BELL. Quite satisfactory.

Commissioner O'CONNELL. The same production at the Burnside shops, for instance, according to the number of employees—for the same number of employees as prior to the strike, the same number of locomotives are being overhauled?

Mr. BELL. Yes, sir.

Commissioner O'CONNELL. At any greater cost?

Mr. BELL. Not any greater.

Commissioner O'CONNELL. And the result is as efficient as it was before?

Mr. BELL. Just exactly.

Commissioner O'CONNELL. Now, are there any great number of men quitting and coming and going now?

Mr. BELL. No. For the past two years business has been very dull throughout the country and the men have stayed to work. There has been very little change among the men.

Commissioner O'CONNELL. If the strike were to be declared off on the Illinois Central road, officially, so that the men really had a right to return to work under the laws of their organization, if they wanted, would there be any great reemployment of these men—the old mechanics?

Mr. BELL. Well, yes; there would. We are always employing men, especially coming into the spring we employ more men than ordinarily. We open up the spring's work and endeavor to do as much as possible when we have good weather.

Commissioner O'CONNELL. And they would not be held out because they are less efficient or because you have gathered a better class of mechanics than you formerly had before the strike?

Mr. BELL. We have not gathered a better class of mechanics.

Commissioner O'CONNELL. You have not?

Mr. BELL. No, sir.

Commissioner O'CONNELL. I take it, then, if opportunity presented itself you would be glad to have these skilled men in your employment again.

Mr. BELL. Always have been glad to have them.

Chairman WALSH. Commissioner Lennon would like to ask you a question.

Commissioner LENNON. I would just like to ask you, did you start with the Illinois Central as a locomotive engineer, Mr. Bell?

Mr. BELL. Yes, sir.

Commissioner LENNON. Were you a member of the brotherhood?

Mr. BELL. Yes.

Commissioner LENNON. Are you still a member?

Mr. BELL. I am an honorary member of the Brotherhood of Locomotive Engineers.

Chairman WALSH. Mr. Ashton would like to ask you a question.

Commissioner ASHTON. Mr. Bell, this contract that was negotiated in 1908 that Commissioner O'Connell referred to, I understood the basis was changed from a 10-hour day to a 9-hour day at that conference. Is that right, Mr. Bell?

Mr. BELL. Well, possibly it was. As I told Mr. O'Connell, I would have to refresh my memory.

Commissioner O'CONNELL. Yes; it was a nine-hour day.

Commissioner ASHTON. If that is the case, wasn't that rather extraordinary negotiation changing the basis of hours? Would not such a negotiation affect all the rules in the schedule—the overtime rules and the rule affecting the operation of shops—and would it not require more than the ordinary amount of consideration to reach an adjustment?

Mr. BELL. Yes, it did; it required a lot at that time, if I remember right; there were a lot of rules that had to be changed, and there were overtime concessions that had to be made, and we had to take into consideration all of these things.

Commissioner ASHTON. It was what you might call a revolutionary schedule, in that it changed all existing conditions?

Mr. BELL. Yes, sir.

Commissioner ASHTON. That is all I have to ask, Mr. Chairman.

Chairman WALSH. Mr. Garretson will ask you some questions.

Commissioner GARRETSON. Mr. Bell, is it not a fact that simply changing it as to the day would not change any other rule in the schedule?

Mr. BELL. Yes; it would change the rule.

Commissioner GARRETSON. In what way?

Mr. BELL. Time and a half would occur earlier.

Commissioner GARRETSON. It would occur earlier, but it would be paid on exactly the same basis after the close of the regular day, whether it was eight hours or twelve?

Mr. BELL. Just exactly.

Commissioner GARRETSON. And there would be no change except the one rule, if that was all that was under consideration.

Mr. BELL. Well, there was a rule under consideration for Saturday afternoon.

Commissioner GARRETSON. Oh, well, if there were other rules—but I am speaking just of the change of the day. If that was the only thing under consideration it would not cause a change of any others?

Mr. BELL. At that time there was a good many rules that were under consideration.

Commissioner GARRETSON. Well, that changes the complexion of it. Following the commissioner's question, were you ever a committeeman for the B. of L. E.?

Mr. BELL. Yes, sir.

Commissioner GARRETSON. Isn't the principle involved in federation exactly one step forward from the principle involved in the organization?

Mr. BELL. Well, I presume it is.

Commissioner GARRETSON. And the real objection to the federation is the same old objection that you heard made when you were a committeeman of the B. of L. E., that the company didn't want to deal with the engineers collectively, because it would be hard to get—

Mr. BELL. (interrupting). No; it never came up when I was a committeeman for the B. of L. E.

Commissioner GARRETSON. It was ahead of your day?

Mr. BELL. Yes, sir.

Commissioner GARRETSON. Some of the other organizations met it later on?

Mr. BELL. I reckon they did.

Commissioner GARRETSON. Would you recognize it as a stock argument when you were committeeman?

Mr. BELL. No; I don't think that was ever brought out.

Commissioner GARRETSON. There are none of the old earmarks on it?

Mr. BELL. No.

Commissioner GARRETSON. You say you have not changed the rates of pay in any degree in these crafts since the strike?

Mr. BELL. Very little.

Commissioner GARRETSON. Or where they have changed they have changed for the better?

Mr. BELL. Well, there have been a great many of the men advanced in rates; that is, common labor.

Commissioner GARRETSON. Have the conditions of their service changed?

Mr. BELL. No; the conditions are practically the same.

Commissioner GARRETSON. You speak of a code of shop rules you made. Those rules are posted on bulletin boards in your shops?

Mr. BELL. In every shop.

Commissioner GARRETSON. Will you file a copy of those with this commission?

Mr. BELL. Glad to.

Commissioner GARRETSON. For comparison with the old contract?

Mr. BELL. Yes, sir.

(The rules above referred to by the witness were submitted in printed form.)

Commissioner GARRETSON. What day did the strike take place?

Mr. BELL. September 30, 1911.

Commissioner GARRETSON. Following that strike, in accepting applicants or men for the filling of these positions as furnished you by the various agencies, did you apply your physical examination to them?

Mr. BELL. I don't think we did.

Commissioner GARRETSON. Age limit?

Mr. BELL. No.

Commissioner GARRETSON. Reference?

Mr. BELL. No.

Commissioner GARRETSON. How long was that suspended?

Mr. BELL. Possibly for several months.

Commissioner GARRETSON. Do you know the date of its resumption, or has it been resumed?

Mr. BELL. Yes.

Commissioner GARRETSON. It has been resumed now?

Mr. BELL. Yes, sir.

Commissioner GARRETSON. Then those qualifications which you require of all applicants under ordinary conditions were all suspended as unnecessary in time of stress?

Mr. BELL. Yes; it was.

Commissioner GARRETSON. Are they at any time really necessary, except for the purpose of weeding out undesirable men?

Mr. BELL. No; they are necessary to protect the service in a degree, and necessary to protect the other men.

Commissioner GARRETSON. But at a time like that neither service or the other men need protection?

Mr. BELL. No; those are war times.

Commissioner GARRETSON. The companies are all that need protection?

Commissioner AINSHTON. You were confronted with the condition of having to afford some transportation to the public?

Mr. BELL. We are faced with the condition, sir, of having to operate our railroad and run our trains.

Commissioner GARRETSON. Has there any other statement been made than that whenever threatened with trouble with the employees at any time? Don't the moral obligations of the company get very great and their legal obligations very insistent when they are threatened with trouble?

Mr. BELL. Well, we were never threatened with trouble before. So I don't know.

Commissioner GARRETSON. You speak of committees that are not existent in the various crafts?

Mr. BELL. Yes, sir.

Commissioner GARRETSON. Now, in which shop is there a committee?

Mr. BELL. All shops.

Commissioner GARRETSON. Can you give the date of a meeting of that character and the name of the committeeman to this commission?

Mr. BELL. I can furnish it later; yes.

Commissioner GARRETSON. Will you please do that?

Mr. BELL. I will.

(The matter above referred to will be found printed among the exhibits at the end of this subject as "Bell exhibit.")

Commissioner GARRETSON. You speak of engines being started; runaways, I suppose?

Mr. BELL. Runaways, you would call them.

Commissioner GARRETSON. That is, they became that as soon as they started?

Mr. BELL. Yes.

Commissioner GARRETSON. At Waterloo, Paducah, and what other points?

Mr. BELL. Burnside.

Commissioner GARRETSON. Did the company develop any information as to who started those engines?

Mr. BELL. No; we never found out.

Commissioner GARRETSON. You don't know, then, whether the strikers had anything to do with it.

Mr. BELL. We could not say.

Commissioner GARRETSON. There was no more evidence that it was a striker than that it was a special guard who desired to demonstrate the necessity of guarding?

Mr. BELL. No; we couldn't say.

Commissioner GARRETSON. You made the statement that different rates were paid to these different crafts at different points, like Burnside, New Orleans, Paducah, and other points; has any discontent ever arisen out of that?

Mr. BELL. No; I do not think that it has.

Commissioner GARRETSON. Do the men ever refer to the fact in your train and engine service you pay exactly the same rate at New Orleans, Omaha, and Sioux City?

Mr. BELL. Exactly.

Commissioner GARRETSON. I say, have the men in these crafts, in the days gone by, referred to the fact that you paid a uniform rate over your entire territory?

Mr. BELL. I do not recall that they ever did.

Commissioner GARRETSON. That is all.

Chairman WALSH. That is all; thank you, Mr. Bell. You will be permanently excused.

TESTIMONY OF MR. H. J. MALLOY.

Chairman WALSH. State your name.

Mr. MALLOY. H. J. Malloy.

Chairman WALSH. What is your business?

Mr. MALLOY. General organizer for the machinists.

Chairman WALSH. I wish you would name all of the official positions you have had with any labor organizations, as well as your previous positions with railroad shops, or elsewhere.

Mr. MALLOY. Well, prior to the position I now hold I was business agent for the machinists on the Illinois Central, dating back to the time of the beginning of the strike, and for seven and one-half years prior to that time I worked in their shop in Chicago.

Chairman WALSH. As a machinist?

Mr. MALLOY. Yes.

Chairman WALSH. State as briefly as you can what you know of the formation of the Federation System on the Illinois Central.

Mr. MALLOY. The federation was formed on the 1st of May at Memphis by representatives from the different organizations that had sent their men there and the other facts in connection with it are very much like Mr. McCreery gave here, so that it is hardly necessary to duplicate that. My recollection is just like he read it off here.

Chairman WALSH. I wish you would just detail any information you have with reference to the use for publicity purposes or legislative purposes or otherwise of federated crafts by the railway companies.

Mr. MALLOY. Well, beginning as far back as 1907 a committee representing all of the employees at the shop at Burnside, which is in this city, were called into the master mechanic's office. There was somewhat of an agitation at that time caused by this so-called money panic and many of the men were beginning to insist that their pay would be given to them in cash rather than given to them in checks, fearing that when they would go to cash their checks they would be compelled to accept this script that was then being floated, and at that we were called in. I was a member of the committee that was called in and the master mechanic asked us if we would not use our influence in all of the departments to try to allay that agitation that was going on, assuring us that he thought all would be well in connection therewith. That to my recollection is the first time that these committees were called in jointly and, in my opinion, it showed the advisability of such a committee, because the master mechanic explained to us at one time what it would have taken him nine times as long to explain if he had called in nine different committees and told them at separate times.

Chairman WALSH. Prior to that time had there been any effort on the part of the crafts to have joint conferences rather than take up matters individually?

Mr. MALLOY. No, sir; not to my knowledge.

Chairman WALSH. To your knowledge had there been any effort of that kind anywhere else?

Mr. MALLOY. No; I do not believe there was.

Chairman WALSH. Proceed now, and give any other instances of that kind you may have in mind?

Mr. MALLOY. Well, following that up, I—some time later at this same shop in Chicago there was a shop train running for the convenience of employees that lived down in the city and there was a bulletin posted calling attention to the danger of men staying on suburban train platforms. That came as a result of some one being hurt, and the committee wanted to point out the reason of the danger and asked that the committee be met, and they stated the purpose of their meeting. The master mechanic at that time, on gathering the purpose of their meeting from the chairman, said, "I do not see the necessity of meeting such a committee as this, but to you, as chairman, I will say that we will take this matter up." And at that time there was a very permanent remedy effected—a more permanent remedy effected than ever before. There had been additional cars which we asked for attached to that train and they were never taken off, as they had been in the past. In the past they would just put a car or two on for a short time and later on they would be cut off. But to my knowledge that effected what you might call a permanent remedy for that evil.

Chairman WALSH. Proceed and state any other instances.

Mr. MALLOY. Thank you. Later than that, beginning in 1910, there was a committee before the superintendent of motive power to adjust grievances, and this committee, after having about finished their work—it was mentioned informally something about the wage rate, which had been left over from 1909. The answer by the superintendent was that unless some new source of revenue was found by the company that he did not believe that any wage increase would be given on the system. And he made mention of the fact that this freight rate would have something to do with it. From that time on this freight-rate agitation grew, until, to my recollection, about the latter part of April or early in May, the general foreman of the Burnside shop, who was a machinist with a withdrawal card, came to a machinists' meeting and asked

the privilege of speaking to the members on that question. The sentiment seemed to be very much in favor of doing something on it, the men feeling that the prosperity of the company would be in a large measure their prosperity later, and having in mind what had been said to their committee at this meeting in January, why, they decided that they would take part in it. The sentiment was very much in that way.

Now, I do not remember whether any official action was taken at the meeting, but nevertheless it was understood that there would be no objection to its being taken up. So it went on until later the company told the men in the different departments that if they would go into the office, or different places assigned to them, they could write letters to the governor of the State of Illinois urging him to assist—urging him to use his influence in the direction of an increase in this freight rate on coal. Whether they felt that was not doing all they could or not, the question was again urged that a committee might be a good thing, and when the matter was talked to the machinists, why, the machinists said if such a question came up that it was their desire that their own usual committee that handled these conferences with the company would be the committee to handle this. I happened to be on that committee and we went to Gov. Deneen, and there were 27 and it may be up to 30 representing all of the different departments, and the governor met us and we had our conference with him and told him our business. We told him we felt that the matter would mean some measure of increase to us, and he assured us that he would take under consideration what we had placed before him. He did not make any declaration as to what he would do. That was on May 26, 1910, to the best of my recollection.

Just one month later the machinists' committee, after having a request in for a conference, they were taken into conference, and prior to their being taken in, in the meantime, between the time they were first in in January talking over that question, up to that time the carmen had been taken in early in May, and this agreement that Mr Markham submitted, this low rate, ranging from a quarter of a cent upward, was at that time given to the carmen. A little later the boiler makers' committee went in, and because of the low rate and hard bargain that was driven with the car workers the boiler makers were almost compelled to accept a proportionate rate, and the boiler makers got a 1-cent rate in Chicago and a 2-cent rate at other points on the system.

At our conference on the 26th of January, this was the first conference that our committee had had under the administration of Mr. Markham, and I just want to make this statement at this time, that what Mr. Markham said about the fair treatment of the company, that all happened prior to his administration, that fair treatment. This one conference that we had was really the only wage conference that we had in Mr. Markham's administration; and the machinists were given a 1 to 2 cent increase. Regardless of their talk of fair treatment it left them 1 or 2 cents behind the prevailing rate in this territory; it left them 1 or 2 cents behind the prevailing rate in some other territory and as much as 3 cents in other territory. I will say this, that in a few different places, where there were a small number of men employed, that the rate which they gave was a little higher than that prevailing in that territory, paid by other roads. But as a general proposition the rate was a low rate for the largest number of men, because the large shops were affected by this reduced rate.

Commissioner LENNON. When you speak of 2 cents, that is the raise given over the previous schedule.

Mr. MALLOY. Yes.

Commissioner LENNON. By the hour?

Mr. MALLOY. Yes.

Chairman WALSH. Proceed.

Mr. MALLOY. After that committee was in a matter of two hours this 2 cents had already been offered. The committee stayed here for a matter of five weeks, or perhaps a few days longer, trying to better that increase, but because of the two agreements signed ahead of them they were almost compelled to accept that which had been signed up for by the other crafts. Our committee did not sign up then; it signed up agreements back in 1909, and it was then that the nine-hour day was given and then is when the wage rate first came up, and in negotiating that it was really a matter of nine months before that conference was finally completed. All these other instances took place in the meantime—this coal rate, and so forth. And concluding on that coal-rate proposition. When our committee was finally given this 2 cents and reported back to

the men, why, naturally, in checking where they had taken so much interest in trying to do all they could to make it possible to have a better rate and get all they could and do all they could for the company, with the belief that they were really acting in their own interests and all that, why, considerable dissatisfaction started right away, and those who had opposed going to the governor pointed out to us and said, "There is all you got out of it; these railroads who did not interest themselves at all, they are able to give more money." And from that time on the agitation was stronger than ever to take the matter up as a federated committee, because if it was a good thing for the company for us to act in that way, it would be a good thing for us to act in our own interests.

Then another thing that took place: We also—I urged—was the electrification of the Chicago terminals. When that agitation was up it was under the administration of Mayor Busse. The company had the men on the job to take the necessary preliminary steps to organize meetings, and so forth, and they suggested different times to meet and talk to the men. They suggested meeting them after working hours. That did not seem very practicable, because of the fact they went in so many different directions and had so many means of transportation. So the company finally set on having a meeting in the shop during shop hours, and we met, and the meeting, as I recall, was held about 10:30 in the morning, and every man in any department was allowed to go to the meeting. The speaker at that meeting urged the men to come down here to the city hall and to go in large numbers, and that same thing was done by the other railroads—to go in large numbers, and if possible to go down and crowd the council chamber so that no one else could get in. I was down there; I happened to go early enough to get in, and I was greatly surprised; when you speak about the press and the influence of the press, my best recollection is that the press of the city was in favor of electrification, but when we came down to the council meeting and this question came up the alderman of the first ward was the man favoring the railroad company; it was not the press.

Well, those instances naturally led the men to believe that they could accomplish better things by being together than by being separate, and although the company talked to us machinists and told us what fine fellows we were and that we ought not to affiliate with the carmen and all that just prior to the strike, why, at that time they were anxious for us to sit in the council chamber with the carmen or anyone else in order to crowd it; it didn't make much difference. It was much like the age limit after September 30; it was not a question then of who, but it was a question of necessity to get them.

Then right during the time that this federation was being developed by the men, the company started in and they did violate agreements. We took this question up from the standpoint of the violation of the agreements, this hospital question, and we had never had a hospital question at any other place on the system but at Paducah. The men were not asked as to whether they wanted a hospital or whether they did not want the hospital. It was just simply a question of a petition being placed before you and being asked as to whether you were in favor of it or not. Well, when the petition was passed around at our shop, which was one of the big ones of the system, the petition had quite a large number of names on the side of those opposing it and very few on the other side. Then the local federation took that question up and protested against it and said that they did not believe the matter had carried. Now, the company prepared and put forth this petition. The company counted the result of the petition and announced that the thing had carried by a great majority.

When the men protested against this the protest finally became so vigorous that a federated committee from this point was at least admitted by Mr. Park. They talked over this question of a hospital. I was not a member of that committee, but to my recollection they were told that this hospital proposition could not be a success unless it had the full membership of the employees from all the departments. They wanted some federation there! And the man that was opposed to the federation was usually a man that had to deal a whole lot with the foreman, and they were trying to convince him how good it was and how just it was in some cases to talk these questions with them.

The same thing happened when the federation was being developed by the men. The company officials all over the system, I am told, and I am sure they came to me, I know I was told what a bad thing it was for me and the rest of my associates, the machinists, to affiliate with the carmen, and that the large number of carmen on the system would outvote the rest of us fine mechanics on any question that would come up. Now, in connection with that, I

just want to say their fears were not justified, because of the fact we would vote on these questions singly in our own organization, and our own organization would then have just one vote on the question. The carmen then would have the same thing, just one vote on the question, regardless of the number that they had, and so that their fears were not justified in that connection.

Now, another instance I want to give you about their fears not being justified. In 1909 when the committee was up, it was 1909 that they got this 9-hour day, the fear of the company in granting the 9-hour day was that it was going to be quite expensive, quite an expensive thing from the standpoint of the overtime, that it would shorten the day and thereby cause them to pay overtime for the tenth hour, which they did not have to do in the past. That was in September that that was settled. In January, when our committee was up, some of the complaints were too many men being worked overtime, and the officials of the company submitted evidence there to show us and told us plainly that there had been less overtime worked in our department in the last three months than had ever been in any three months time over the entire system—that is, by our craft—which went to show that we worked less overtime under a 9-hour day than we formerly had with the 10-hour day, which showed plainly that their fears were not justified. It showed that just simply by a matter of management and other things taken into consideration they could cut these things out. Their fears if not entirely eliminated would be greatly minimized.

So those things are the most flagrant things I see in connection with the way that they developed this thing, or rather developed their opposition to it, opposed the hospital question from the standpoint that it was a violation of our agreements; that our agreement called for a wage rate, our agreement called for a 30-day conference in order to change this rate, and the company did not submit any 30 days' notice on this hospital proposition; that the company just simply put out these petitions and by mutual agreement anyone that would sign the petition would become a member of this hospital association; all new men that would come into their service would be compelled to join the hospital association, be compelled to undergo a doctor's examination, and because of the features in connection with that we always believed that the doctor had a large latitude there for graft, and because of that fact we did not care to enter into the proposition. We know that the doctor had at some times issued orders and almost compelled the men to appear at his office and be vaccinated, and a man that would not comply with the notice, it might take four or five weeks until that time would have been past and finally they came up with a little slip and handed it to you, telling you to appear at the doctor's office, to go to the doctor's office to be vaccinated. And if you were not vaccinated at some time he would want to know then for sure, and he would try to impose upon you the necessity of getting vaccinated, but if you had been vaccinated at some time prior he would always be insistent enough to have you show him the scar; he would not take your word for it. The doctor was paid 25 cents for each vaccination, and you take it in a shop like Burnside, where 2,800 men were working, it is easy to see how a general rule like that would bring over \$700 revenue in about as many weeks, about seven weeks, to a doctor. And it was for that that we opposed this hospital proposition—that it just opened up a new field of graft. It just made it broader. In addition to it being a violation of our contract from the 30-day-notice standpoint; there had been no notice given. There was no conference held. It was just simply put up to the men on petition, and it was left to them and if they mutually decided to do a thing, all right, and those that did not they could work and all new men coming into the service would be compelled to join that hospital association.

Chairman WALSH. Do you have any particular information, Mr. Malloy, with respect to the instance of alleged violation of the 30-day notice, particularly the notice calling the strife in 1911?

Mr. MALLOY. Well, as soon as that question was brought up the general chairman or business agent of the machinists consulted with me. I was what we call district secretary. And we wrote out a notice that would cover the machinists of the system, and in our opinion it would cover our agreement; would cover that which the company asked for; and told them that when we met, inasmuch as this question had been brought up, when we met we hoped to meet with all the other crafts in a federated body; and as far as I know that notice was conveyed to the company. I was not general chairman then.

Chairman WALSH. You say, so far as you know; what is your information, either directly or indirectly, on that subject?

Mr. MALLOY. Well, I am inclined to believe that it was given to them.

Chairman WALSH. Have you any foundation for your belief or information, either by hearsay or otherwise, that that was given them?

Mr. MALLOY. Yes; hearsay of the general chairman at that time, and my confidence in him at that time to convey it.

Chairman WALSH. Who was the general chairman?

Mr. MALLOY. He was H. S. Kieley, at Paducah.

Chairman WALSH. What was the attitude of the Chicago police department toward the strikers?

Mr. MALLOY. Well, at the very beginning of the strike, the morning of September 30, when the men walked out, there were from 150 to 200 of Chicago police lined up at the gates out here at this Chicago shop, and to me it seemed that crowd of such a number of them out there was to intimidate. Things that occurred following after that would justify that belief that they were there to intimidate.

In the early days of the strike two or three Pullman cars were backed into the yards and placed as close to the shop gate as possible. I understand that these police were kept in those cars inside the Illinois property, and that they were fed at their commissary. Their attitude from that time on was rather against our men. They would pick them up on almost anything. They would claim violation of injunction, and so forth. We had perhaps 60 to 70 different cases tried here in Chicago, and out of those 60 or 70 cases, to my knowledge, there was about one that a fine of \$10 was imposed upon, because he seemed to be a little better marksman in throwing brickbats than the other fellow was.

Chairman WALSH. Commissioner Garretson would like to ask a question.

Commissioner GARRETSON. When this committee went to Springfield, you were allowed time and expenses?

Mr. MALLOY. Yes.

Commissioner GARRETSON. When the company made up that committee, was it made up collectively from all the shop crafts?

Mr. MALLOY. Oh, yes; every department.

Commissioner GARRETSON. They were willing, then, to utilize the collective power of their employees legislatively for their own benefit and their municipal question also?

Mr. MALLOY. Exactly so.

Commissioner GARRETSON. But they were ready to spend millions to keep from doing that, that same power on your own behalf?

Mr. MALLOY. Yes, sir.

Commissioner GARRETSON. That is all.

Mr. MALLOY. I will say, since you state about millions, we were advised that on this electrification proposition that to electrify their terminals it would have cost them eighteen millions; and in order to save eighteen millions they would use us, but they would spend eighteen millions to fight on this federation.

Chairman WALSH. Is there any other statement that you desire to make about which you have not been interrogated, Mr. Malloy?

Mr. MALLOY. Yes; I would just make this statement in connection with the 30-day proposition:

That Mr. Markham the other day made the statement here that he believed that if they could have met with the different crafts that they could have convinced them that they had violated their 30-day agreement.

Now, what has been submitted here showing the company's position in connection with that, I believe it was all brought in from a federated standpoint. That from the time this first conference was asked, first communication passed, down until the time that Mr. Barnum issued the circular, that the circular was issued in the nature of a federated circular, and the company never did serve the 30-day notice on us saying that they desired to change the time to the old agreement. If they had done so, the chances are that they would have got that opportunity to try and convince us in our different crafts; but, as I understand it, they never presented any notice to us saying that they desired to meet us to discuss any one rule of that contract, but they simply put them all together and sent them out together, and to all different crafts that were affiliated with this federation.

Commissioner AUSTON. Commissioner Garretson raised the question about this committee that went to Springfield and asked if the company made up the committee.

That was not the fact, the company did not nominate who went on the committee, did they?

Mr. MALLOY. Well, as far as we were concerned, the machinists, they did not nominate, because we did not let them.

Commissioner AISHTON. They did not, as far as you know, with any other?

Mr. MALLOY. They went to those they wanted.

Commissioner AISHTON. As a matter of fact, the employees were as vitally interested as the company in seeing that revenue was secured and all that kind of thing, were they not? Ordinarily it is to the interest of the employee and to the interest of the company, they lie together in a matter of that kind?

Mr. MALLOY. From that standpoint, yes; that was the standpoint the men entered into that matter.

Commissioner AISHTON. It is a mutual affair?

Mr. MALLOY. Yes.

Commissioner AISHTON. That is all, thank you.

Mr. MALLOY. I might add to that, that that opinion was rudely shattered after our conference and the small amount of wages that were expended by by way of increase.

Commissioner AISHTON. I understand that.

Chairman WALSH. That is all; thank you. You may be excused.

Mr. Montgomery.

TESTIMONY OF MR. HUGH MONTGOMERY.

Chairman WALSH. What is your name, please?

Mr. MONTGOMERY. Hugh Montgomery.

Chairman WALSH. Where do you reside?

Mr. MONTGOMERY. I reside in McComb, Miss.

Chairman WALSH. McComb, Miss.?

Mr. MONTGOMERY. Yes.

Chairman WALSH. How long have you resided in McComb, Miss.

Mr. MONTGOMERY. About 33 years.

Chairman WALSH. I wish you would state what your business has been during that time?

Mr. MONTGOMERY. I have been working for the Illinois Central 28 years of that time. I have worked 28 consecutive years up until September, 1911, when the strike was declared. I was on the pay roll then. I was off sick, however, and had been for a month, but I was supposed to be employed by the company at that time.

Chairman WALSH. In what department were you employed, Mr. Montgomery?

Mr. MONTGOMERY. I was in the car department.

Chairman WALSH. In what capacity?

Mr. MONTGOMERY. As what is termed car carpenter.

Chairman WALSH. How long have you followed that particular line?

Mr. MONTGOMERY. I had followed that particular line about 18 years.

Chairman WALSH. What was your rate of pay per hour at the time the strike was called?

Mr. MONTGOMERY. Twenty-six cents.

Chairman WALSH. What was your monthly wage just prior to the strike?

Mr. MONTGOMERY. Well, about an average of \$55, I think, something like that; about an average of that; perhaps a little less.

Chairman WALSH. Are you a married man or a single man?

Mr. MONTGOMERY. I have a family.

Chairman WALSH. What was the average wage of the men in the car department in your shop?

Mr. MONTGOMERY. Why, for the last few years back I think it is about 18½ cents an hour. Prior to that, ever since I had been working for the company, they had what they called a flat rate. Every man that worked in the car department, that is, as a car repairer, got 16½ cents an hour. A few years ago they changed that plan and adopted what they call the scale system. Then they paid a man what he was worth. I do not know exactly how they came to do it, but at any rate some of the men got 17½ cents; others 18½ and up as high as 22½. I think the general average has been from that time on until now about 18½ cents an hour, some more and some less, brings the average to about, I think, 18½ cents per hour.

Chairman WALSH. What was the average number of men in ordinary times at work in the car department in your shop?

Mr. MONTGOMERY. We had, I think it was some 400 men on the last roll in the car department.

Chairman WALSH. How were those men with reference to being married or single or having a family or not having a family?

Mr. MONTGOMERY. Well, the majority of them were men with families.

Chairman WALSH. What would be the average monthly wage of those men, would you say; getting 18½ cents an hour?

Mr. MONTGOMERY. About \$37 to \$40.

Chairman WALSH. Thirty-seven to forty dollars a month?

Mr. MONTGOMERY. Yes.

Chairman WALSH. How many men were working, would you say, approximately, at that wage?

Mr. MONTGOMERY. Well, there were approximately, I suppose, 300.

Chairman WALSH. From your personal knowledge of the men in the car department who were married and working for 18 cents an hour, can you give the commission an idea, a concise idea of their standard of living, what sort of homes they had, what sort of food they ate, what sort of clothes they wore, and all about it?

Mr. MONTGOMERY. Mr. Chairman, as a matter of fact, the buildings, nearly all of the buildings in that town that are for rent are just common, what we term box-house buildings, you know. They are a very ordinary class of buildings, and that kind of building, all those men that work in the car department with a few exceptions live in that kind. Of course, we have, as with all other classes, some of them who are better managers and can get along on less and have better surroundings than others; but the majority of them are men who rented these box-houses at from \$7 to \$10 a month. Of course, their manner of living was very poor, with what they had to buy being so very high and their having so little money with which to buy; hence they lived principally on bread and bacon, Irish potatoes and sweet potatoes and a great deal of sirup which is raised around in that section of the country; they make a good deal of sirup, cane sirup, which is very cheap. They just had simply the absolute necessities of life without any of the luxuries.

Chairman WALSH. And how about clothing?

Mr. MONTGOMERY. Well, about on a par with what they eat—ordinary clothing, just very ordinary clothing.

Chairman WALSH. Are the people all white or are part of them colored?

Mr. MONTGOMERY. The car repairers were; yes.

Chairman WALSH. Were what, white people?

Mr. MONTGOMERY. Yes.

Chairman WALSH. To get some general idea now about the living conditions down there I would like you to tell us further. You say that during all these years, down toward the last few years at any rate, you averaged about \$55 a month?

Mr. MONTGOMERY. Yes.

Chairman WALSH. Had you had a family?

Mr. MONTGOMERY. How is that?

Chairman WALSH. How is that reference to adequacy of wage for a man to raise a family on in that neighborhood?

Mr. MONTGOMERY. At the time I was raising my family—I had a small family, I had only two in my family, two sons—and while I was raising them I was getting 16½ cents an hour. By the time I got to where I got 20 cents an hour my boys were grown and working in the shops themselves. Of course, I could get along better than a man that had a lot of small children, little boys and girls coming up that he had to clothe and feed and all that sort of thing. I owned my home. But it so happened that when I went to McComb I had some property, had some land. I sold that and bought a home in McComb. That enabled me, not having to pay rent while I was raising my children on this 16½ cents an hour, although it took my monthly wage—my monthly wage would average about \$34 a month for about 18 years—no not that long—about 16 years my wages averaged about \$34 a month.

Chairman WALSH. Was the work laborious; was the work hard?

Mr. MONTGOMERY. Why, not necessarily.

Chairman WALSH. The general character of it?

Mr. MONTGOMERY. Well, the general character of it was repairing cars in that day and time. I was a car repairer then. Then during the first few years I worked with the company, of course, it was comparatively hard work; yes, sir. A good deal of it was just all I could possibly do, because I never was so very stout—for instance, handling car wheels where you have to change wheels on the cars.

Chairman WALSH. What are you doing now?

Mr. MONTGOMERY. I am not doing anything.

Chairman WALSH. Have you been out ever since the strike?

Mr. MONTGOMERY. Yes, sir.

Chairman WALSH. You mentioned about owning your own home?

Mr. MONTGOMERY. Yes.

Chairman WALSH. You live in McComb?

Mr. MONTGOMERY. Yes.

Chairman WALSH. Are there other employees there that own their homes?

Mr. MONTGOMERY. Yes; employees, a few; yes.

Chairman WALSH. Did any of them leave or are they all still there?

Mr. MONTGOMERY. They have all left there, hardly one there. I do not know of but one other man that owns his home in McComb when the strike commenced that is there to-day.

Chairman WALSH. How many home owners would you say—you say a few there—could you approximate—give us the number any more specifically than that?

Mr. MONTGOMERY. Why, there was a good many of the blacksmiths, machinists, that owned homes there. I suppose there were perhaps a hundred men that owned their homes.

Chairman WALSH. Would you say there are only one or two of those men left there?

Mr. MONTGOMERY. I don't think there is but one other besides myself.

Chairman WALSH. Well, were they that had their homes paid for, or were they like ordinary persons in various processes of paying for them?

Mr. MONTGOMERY. They were then in various processes of payment. There were very few of them that had their homes paid for. Some of them did and have since sold them. A great many of the men that had their homes paid for at the inception of the strike have since sold them, having title vested within themselves they could sell them and get some money for them. A great many of them have done that; others have simply lost what they had paid on them.

Chairman WALSH. Why did you join a union?

Mr. MONTGOMERY. When did I?

Chairman WALSH. Why did you join a union?

Mr. MONTGOMERY. Why, because it was considered to be the thing to do. Every other workman in that whole town and in that shop belonged to the union; and for the purpose of getting protection—getting more wages. Otherwise I would perhaps be working for 10½ cents to-day, or at least when I did quit. I joined the union to get the protection that the unions give to the workmen. That is why.

Chairman WALSH. Were you in McComb at the time of the riot there?

Mr. MONTGOMERY. Yes.

Chairman WALSH. I wish you would give a brief description of that for our record. You were right on the ground, were you?

Mr. MONTGOMERY. Yes; I was right on the ground. I was the man that was struck. The first intimation that we had of these people in the car was from Winona, Miss., a distance of 200 miles above McComb. They wired from Winona to gentlemen in McComb that there were a certain lot of men in a coach coming south, coming to McComb, and cutting up very badly along the route; that when this train had stopped there they had gone out and looted a restaurant and several other places; and as they came on down the line we were getting messages from every town nearly about these fellows and the conduct they were carrying on, and when they got to a little town 3 miles north of McComb, called Summit, it is not admissible to tell you the conduct that these people carried on there.

These things were wired on ahead; in consequence of which by the time they arrived at McComb the citizenship was very much incensed at the insults that had been offered to women all along the line. As they approached McComb—I will say further right here the way I came to be in the crowd. A day previous to that a writ of injunction had been served upon us—upon the strikers—and the company had had a wire stretched along the right of way. Well, I had a son that was a young fellow—he was a machinist, a young fellow—and there were quite a number just like him that were thoughtless; and I knew that unless I or some one else was along to keep constantly reminding them of the fact, they were liable to get over into that wire on the right of way. And we had a United States marshal there and I knew what the consequences would

be if they got over there, and hence I was along just to keep them off, from violating the injunction.

When this coach came into McComb there was a great crowd of us that was standing on the little embankment—an elevated embankment which brought us up just about on a level with the coach windows. We were scattered along there, men, women, and children, along as they came in; and as it came down and got just opposite to where the crowd was standing the windows of the coach went up as by automatically, and they—they just threw out these rocks. They had a barrel—they had stopped a mile above McComb where the company had been doing some concrete work, and got up a barrel of these rocks. And they fired them into the crowd, and shot two or three shots from a gun and shot into one man's automobile. One of the first stones hit me right above the eye [indicating] and put me out of business—for awhile, at any rate.

Well, as I have just told you, I have been a citizen of McComb for thirty-odd years. I think you will believe me when I tell you that—I do not say this boastfully—but every man, woman, and child in McComb is my friend. And when in connection with the conduct that these men had been carrying on in their course down to McComb, and the fact connected with it that they had thrown out and struck and, as they supposed, killed me—the story went out all over the country just that quick that Montgomery was killed. And they ran the coach into this shop yard. In the meantime they had built a wall around there. They ran the coach into the shop yard and on down through, and as it came out on the south side of the shop yards the men had—the citizens had gathered together, and as the coach pulled out of the shop yards some fellows in the coach fired guns and shot one of the men's fingers off, and then the shooting commenced. They shot the coach to pieces. They said there were 21 men killed in it. I don't know whether there was 21 or none. I have never been able to ascertain as to the facts of the case.

Chairman WALSH. You say 21 were killed on this car or train?

Mr. MONTGOMERY. That was the report; I don't know. But that is the fact of the case, that the citizenship of McComb had been so incensed from these wires that had been coming down the line, and then the climax of shooting into the crowd and striking and knocking me down—as I said I have been a citizen of McComb for 30 years, thirty-odd years, and no man has ever had any charge against me for anything.

Chairman WALSH. How much of a population has McComb, Mr. Montgomery?

Mr. MONTGOMERY. Well, it has about 9,000.

Chairman WALSH. Nine thousand?

Mr. MONTGOMERY. They claimed 10,000. You will see on the big electric sign as you go into the city, "Ten thousand population." But I think that is exaggerated a little. I had access to the tax collector's books here a few weeks ago, and 9,000 is about the correct population.

Chairman WALSH. Is there any other large industry in the city except the railway interests?

Mr. MONTGOMERY. No, sir. No, sir; there is nothing else there at all; that is, to amount to anything.

Chairman WALSH. What is the total number of employees that were engaged in the shop at the time the strike began?

Mr. MONTGOMERY. Why, something over 800, I think it was.

Chairman WALSH. How many of those have left the city of McComb?

Mr. MONTGOMERY. Why, I could not tell you; nearly all of them.

Chairman WALSH. Practically all of them?

Mr. MONTGOMERY. Yes; practically all of them. I don't think there is 10; I don't think there is 10 left there.

Chairman WALSH. At this point, Mr. Montgomery, we will adjourn until 2 o'clock this afternoon. Will you please resume the stand at that time? There may be a few more questions.

(Thereupon, at 12:30 o'clock, a recess was taken until 2 o'clock p. m.)

AFTER RECESS—2 P. M.

TESTIMONY OF MR. HUGH MONTGOMERY—Continued.

Acting Chairman LENNON. Mr. Montgomery, will you please resume the stand. Our chairman is away on account of a funeral. I think the direct examination has closed; unless you desire to submit something that you have not yet submitted you may be excused.

Mr. MONTGOMERY. I have this one particular thing that I would like to call your attention to, Mr. Chairman. In Mr. Markham's statement—he read us, in his statement before this commission, something with reference to the arrests that had been made along on the track, on the Illinois Central, in the strike zone. I wish to say to this commission that I had a son that was among that number. At McComb there was a number of our people that were arrested and hiked out to Jackson, Miss., to the Federal court, without giving them any chance whatever to make any preparation at all. My son was accused of having struck a strike breaker that was at least three-quarters of a mile from my residence. We proved conclusively by quite a number of witnesses who happened to be at my home that this boy was at my house for an hour previous and for an hour and a half subsequent to the time the man was said to have been struck; but, notwithstanding that fact, he was sentenced to 90 days in prison and fined \$100, and was confined in the Jackson, Miss., jail. He was put in jail and kept there 45 days, and the fine was remitted and he was turned loose.

Now, I want to say to you gentlemen that I was in the Southern Army. We fought them for a principle that we then thought was right. I have been engaged in that same kind of a fight for a principle during this controversy with the railroad company.

While, as I said this morning, a good many of the years of my life have been spent in the service of the Illinois Central Co. at the small salary of 16½ cents per hour, hence you can readily see that I have had no opportunity to educate my children and maintain them as ought to be done with white people. However, there is no man, except in that one instance, that can point to a single solitary thing in the life of either one of my family where they have been accused of any crime or been arrested for anything in this world except that one particular thing.

The policy of the company seems to have been to arrest our people and carry them off to Jackson, Miss., in order to make it cost us as much money as possible, knowing that was the quickest way to wipe us out—to clean us of what little finances we did have. They took these people—there was no charge; some of them had no charge preferred against them at all; they were arrested by United States marshals—and carried them to Jackson, and kept them there for a few days, 30 days some of them, and then released them and the fines were remitted. So that is about the extent of that thing.

There is no charge anywhere in the records of our country down there where any of my people have ever been charged with any crime whatever, and I just wish to impress upon you gentlemen the fact that while we are poor people of necessity, yet, at the same time, we are honest people, and we try and do to our utmost. My endeavor has been always, since the inception of this strike, and I have advocated and pleaded on every occasion to keep within the limits of the law, because I knew very well whenever we come counter to the United States courts then we were in for it; hence, I have done everything in my power to keep down anything of a lawless character.

I do not think of anything else.

Acting Chairman LENNON. Will you kindly, in a brief way, tell us about the school facilities?

Mr. MONTGOMERY. The school facilities in the last few years—for the last five years at McComb—they are rather above the average; they have a good system of public schools now, but prior to that the school system was very inferior.

Acting Chairman LENNON. In connection with the riot that took place—called a riot, anyway—you were there on this bank you have described—along where the train ran—some little time before the train came in?

Mr. MONTGOMERY. Well, no; I suppose not exceeding 10 minutes—5 or 10 minutes.

Acting Chairman LENNON. Did you hear anything there among the men as to a prior arrangement to attack this train or these strike breakers?

Mr. MONTGOMERY. No, sir; there could not have been anything of that kind, I don't think, from the fact that it was generally known, as I stated this morning, that we had been wired this morning from different points along the line that they were approaching McComb; and the evening this occurred was an exceedingly warm evening, and the men were out in their shirt sleeves, and they had—no; I am confident there was not a thing on earth among them with which to commit a crime or with which to fight. I am confident that I had a little umbrella in my hand, and I think that is about as dangerous a weapon as there was in the whole crowd.

Acting Chairman LENNON. That is all, Mr. Montgomery.

Commissioner AISHTON. Just a moment, Mr. Montgomery. Who were these wires sent by that you received?

Mr. MONTGOMERY. Sent from Winona by—I can't think of the names of the people. There was a merchant—

Commissioner AISHTON. Telegrams, were they?

Mr. MONTGOMERY. Yes; from Winona it was a telegram, and from Summit a telephone call. I can't tell by whom; but I can tell you to whom they were sent. They were sent to Dr. O. B. Quinn. He is president and general manager of the First National Bank of McComb. He is one of the most prominent men in the whole southwestern Mississippi, known to everybody—Dr. O. B. Quinn. These messages came to him, and he told them to me and to others that were there at the bank. That is the reason the crowd collected along there, just merely more through curiosity than anything else. As to the purpose of raising a riot or anything of that sort, there couldn't have been anything of that sort; because, if there had, they certainly would have made some preparation for it.

Acting Chairman LENNON. Commissioner Ballard would ask a question.

Commissioner BALLARD. In this repairing of cars, is it what might be called carpenter work—the use of ordinary carpenter's tools?

Mr. MONTGOMERY. Yes, sir.

Commissioner BALLARD. Regular carpenter's tools?

Mr. MONTGOMERY. Yes, sir.

Commissioner BALLARD. What do you say you got per hour before that strike?

Mr. MONTGOMERY. I was getting 26 cents.

Commissioner BALLARD. Twenty-six cents an hour?

Mr. MONTGOMERY. Yes, sir.

Commissioner BALLARD. Have you ever had as good a job since?

Mr. MONTGOMERY. I have never had any at all, sir.

Acting Chairman LENNON. Mr. Garretson will inquire of you.

Commissioner GARRETSON. Most of those telegrams came from points where there were no strikers?

Mr. MONTGOMERY. Yes, sir; no strikers.

Commissioner GARRETSON. Interdivision points where there were no employees or strikers?

Mr. MONTGOMERY. Yes, sir.

Commissioner GARRETSON. Just some citizens?

Mr. MONTGOMERY. Yes; from the citizens of Winona, a merchant there—I forget the name, but some merchant in Winona. Nearly all those people along the line are acquainted with Dr. Quinn, because he is a big man, a big man generally in that country, and everybody knows him. That is the reason these wires went to him. Some men in Winona—that is the place from which the first message came—some merchant.

Commissioner AISHTON. That was about 200 miles away?

Mr. MONTGOMERY. Yes; about 200 miles north of McComb?

Acting Chairman LENNON. That is all. You will be excused, Mr. Montgomery.
Dr. L. C. Henley.

TESTIMONY OF DR. L. C. HENLEY.

Acting Chairman LENNON. Where do you live?

Dr. HENLEY. 9320 Cottage Grove, Chicago.

Acting Chairman LENNON. You are a practicing physician and surgeon?

Dr. HENLEY. Yes.

Acting Chairman LENNON. How long did you act as surgeon for the Illinois Central Railroad?

Dr. HENLEY. From June, 1896, until October 30, 1913.

Acting Chairman LENNON. Describe your duties in a general way as surgeon of the company.

Dr. HENLEY. Up until July, 1912, my duties were to take care of all injured employees that were brought to my attention, and to have general supervision of all things pertaining that would naturally come under the jurisdiction of the surgical department, and sanitary matters at the point called Burnside. Subsequent to 1912, to take care, have charge of the injured and sick employees at Burnside.

Acting Chairman LENNON. What compensation did you have prior to 1912?

Dr. HENLEY. \$125 a month, with opportunities for outside work. That did not occupy all of my time.

Acting Chairman LENNON. When the system of physical examination was introduced, did that fall under your charge?

Dr. HENLEY. Yes.

Acting Chairman LENNON. And that created additional compensation to you?

Dr. HENLEY. Well, no; I should have said in July, 1911, the hospital department started, and then my salary was placed at \$175. The examinations started in June, 1912, and there was no increase to the salary.

Acting Chairman LENNON. Will you describe what the examination was, how rigid an examination you made?

Dr. HENLEY. The physical examination, the general physical examination. The applicant was, you might say, examined as to his general appearance, his pulse, his temperature, whether or not he was ruptured, varicose veins, or any gross evidence of specific trouble. If his pulse and temperature indicated heart lesions or lung lesions, we would go a little further into the examination.

Acting Chairman LENNON. Were the different examinations had by you for different classes of employees?

Dr. HENLEY. Yes; there was a different examination, more thorough examination, for men of the transportation department, those who had to do with the dispatching of trains, the reading of signals, that was more rigid, required a more thorough examination as to vision and hearing.

Acting Chairman LENNON. In making the examinations in the usual way, if you found a candidate unfit for a certain position, could you certify him to some other position he might be fit for?

Dr. HENLEY. Our examinations at Burnside included only the shopmen and none of the transportation men. They were either accepted or rejected outright.

Acting Chairman LENNON. When did you leave the service of the company, or have you left?

Dr. HENLEY. October 30, 1913, my resignation was effective. My resignation was sent in the early part of September.

Acting Chairman LENNON. Have you any idea of the number of examinations you would make in the course of a month during that specific period of time?

Dr. HENLEY. From June 3, 1912, to October 30, 1913, that is 16 months, there were 9,400.

Acting Chairman LENNON. Please repeat that.

Dr. HENLEY. The examinations made between June 3, 1912, and October 30, 1913, that is 16 months, were 9,400.

Acting Chairman LENNON. What fee was charged each one of these applicants?

Dr. HENLEY. The first two months \$1 was charged for each applicant, and subsequent to that those who received compensation of \$50 per month or more were charged \$1. Those who received a compensation of less than \$50 were charged 50 cents.

Acting Chairman LENNON. What understanding, if you know, did the men have as to the disposition of these fees?

Dr. HENLEY. Their understanding was that it was to go to the examining surgeon. It was so stated on the top of the application which they filled out and signed. They were so informed by the employing officer.

Acting Chairman LENNON. The examining surgeon then received the fees?

Dr. HENLEY. I did not.

Acting Chairman LENNON. Well, do you know who did receive the fees?

Dr. HENLEY. Why, a number of them; I don't know, to my personal knowledge. I understand that surgeons throughout Illinois, except in Chicago, received them. That was where the largest number of men were employed--in Chicago.

Acting Chairman LENNON. Did these fees go to the company in any way, directly or indirectly, that you know of?

Dr. HENLEY. It was deducted from the salary, the first month's salary of the employees by the company and by them turned over to the hospital-department fund.

Acting Chairman LENNON. Then it went, eventually, these fees, to the hospital fund, as you understand it?

Dr. HENLEY. Yes, sir.

Acting Chairman LENNON. Could you give us an idea as to the cost of your department, including your salary—what would be the average cost to the company in cases of accident and sickness among its employees?

Dr. HENLEY. Why, I tabulated that some time ago, but I do not recall the exact number of cases. It amounted, considering my salary and the salary of my assistants, and a fair estimate for the upkeep, less than 50 cents per case for cases treated by me or my assistants.

Acting Chairman LENNON. Is there anything further in connection with these hospital services which would enlighten the commission on the management and control of the hospital system that has not been called out by these questions?

Dr. HENLEY. I do not know of anything that would be of interest to the commission. I do not know exactly what it is that is desired.

Acting Chairman LENNON. Who is the chief surgeon for the company now?

Dr. HENLEY. Dr. G. G. Dowdall.

Acting Chairman LENNON. Is he a resident of Chicago?

Dr. HENLEY. A resident of Chicago.

Acting Chairman LENNON. Does the Illinois Central Co. have surgeons in most of the principal cities and towns in which their road operates?

Dr. HENLEY. They have at all points, in all towns and cities.

Acting Chairman LENNON. Do those surgeons at those towns outside of Chicago receive the same compensation or fees that you received when you were acting here at the Burnside plant?

Dr. HENLEY. No; that varies greatly according to the amount of work that is done at these points, according to the amount for which, I presume, they can get a man.

Commissioner O'CONNELL. Just explain the attendance in sickness. I understand that the employees have the attention of the doctor in case of ordinary sickness?

Dr. HENLEY. Yes; the employees themselves, not their families. A sick employee has the attention of the company surgeon.

Commissioner O'CONNELL. Through a protracted illness at home?

Dr. HENLEY. Yes.

Commissioner O'CONNELL. Without cost?

Dr. HENLEY. He pays 50 cents a month into the general hospital department fund.

Commissioner O'CONNELL. Medical attendance was given him as a member of the hospital association?

Dr. HENLEY. Hospital department; yes, sir.

Commissioner O'CONNELL. For the payment of the monthly fee?

Dr. HENLEY. That was deducted from his pay each month.

Commissioner O'CONNELL. In case of surgical operation, was there any additional cost in any way?

Dr. HENLEY. No, sir; unless it was for some specific trouble or injury received in fighting or some infraction of the law.

Commissioner O'CONNELL. If a workman was injured away from the shop accidentally in some way, would he receive the attention?

Dr. HENLEY. He receives attention; yes.

Commissioner O'CONNELL. He would receive the attention?

Dr. HENLEY. Yes; except as I said, through some infraction of the law.

Commissioner O'CONNELL. Have you any idea as to the proportion of the men passed upon for employment that were accepted by the company?

Dr. HENLEY. There was a very small per cent, less than a fraction of 1 per cent rejected at Burnside.

Commissioner O'CONNELL. Would they be rejected if, for instance, they were troubled with varicose veins?

Dr. HENLEY. If I reported they were serious, bad varicose veins, they would be rejected; that was left to my discretion, to accept or reject.

Commissioner O'CONNELL. Would there be very many out of the nine thousand and some that you examined, I think you said in 16 months?

Dr. HENLEY. Yes.

Commissioner O'CONNELL. Would there be any perceptible percentage of that number that were not troubled in some way, by varicose veins?

Dr. HENLEY. Oh, yes; a very small per cent were troubled with varicose veins.

Commissioner O'CONNELL. A very small per cent?

Dr. HENLEY. Very small; that is, where they are enlarged to such an extent to make them a detriment in any way. My instructions were to pass all men unless their defects were very serious.

Commissioner O'CONNELL. Did you pass upon their hearing and eyesight?

Dr. HENLEY. No; we did not do that at Burnside. That was only for the men who belonged to the transportation department, or who had to do with reading signals.

Commissioner O'CONNELL. If they had a finger or two fingers off?

Dr. HENLEY. We were to make a note of those things in the paper, in the examination report.

Commissioner O'CONNELL. In the matter of the acceptance or rejection, would that be left to the officials of the company, based upon your reports?

Dr. HENLEY. Yes.

Commissioner O'CONNELL. Either for or against?

Dr. HENLEY. No; I marked them either accepted or rejected.

Commissioner O'CONNELL. You marked them?

Dr. HENLEY. Yes. I either accepted them or rejected them. But if there were any that they wished to overrule, it would be overrule by the chief surgeon.

Commissioner O'CONNELL. Largely upon your recommendation, then, they would secure employment?

Dr. HENLEY. Yes, sir; it was entirely, I believe, in no case at all that I was overruled.

Commissioner O'CONNELL. You say the per cent was very small that you rejected?

Dr. HENLEY. Practically less than 1 per cent; very small.

Commissioner O'CONNELL. In a general way, what would those rejections be, what would be the cause?

Dr. HENLEY. I believe practically all for hernia, in which they refused to obtain a truss. I do not recall any other case just at present.

Commissioner O'CONNELL. Were there any cases with varicose veins?

Dr. HENLEY. Yes; we had some, but upon the applicant agreeing to obtain a support for them, elastic support, we left them go through.

Commissioner O'CONNELL. Trouble with the lungs?

Dr. HENLEY. There were a few lung troubles. I believe we did have one case of very bad heart trouble that we rejected. My impression now is that we did.

Commissioner O'CONNELL. And tuberculosis?

Dr. HENLEY. We had some what you might call mild cases, not advanced.

Commissioner O'CONNELL. Would they be marked favorable or unfavorable?

Dr. HENLEY. They were accepted with the notes made as to their condition.

Commissioner O'CONNELL. You say you do not know where the difference in cost of operating your department and the difference of the money collected went to, other than it went to the association, the hospital association?

Dr. HENLEY. I do not quite understand your question.

Commissioner O'CONNELL. The money that is collected by the company, this dollar a month, or 50 cents, or 75 cents, as the case may be, that you say was turned into the hospital association?

Dr. HENLEY. Hospital-department fund; yes, sir.

Commissioner O'CONNELL. And your salary and expenses came out of the hospital fund?

Dr. HENLEY. They came out of the general hospital fund.

Commissioner O'CONNELL. And any balance that might be there over the cost of operating the department, remained in the hospital fund?

Dr. HENLEY. Yes, sir.

Commissioner O'CONNELL. And has that fund accumulated?

Dr. HENLEY. Why, I was informed that quite a fund had accumulated.

Commissioner O'CONNELL. Have you any idea as to the amount?

Dr. HENLEY. Last fall I was informed by the chief clerk that it was about \$400,000.

Commissioner O'CONNELL. Does that apply to the entire system of the Illinois Central?

Dr. HENLEY. Yes, sir.

Commissioner O'CONNELL. The \$400,000?

Dr. HENLEY. Yes, sir.

Commissioner O'CONNELL. How many employees are supposed to be in that, all of them?

Dr. HENLEY. Yes.

Commissioner O'CONNELL. How many would that be approximately?

Dr. HENLEY. I really could not tell you; I think about sixty or seventy thousand; that is merely a rough estimate.

Commissioner O'CONNELL. And they are paying on an average of from 50 cents to \$1 a month?

Dr. HENLEY. They are all paying 50 cents straight and have been since the hospital department started.

Commissioner O'CONNELL. The income of that department is approximately \$25,000?

Dr. HENLEY. I presume about that.

Commissioner O'CONNELL. Does the department publish an annual statement showing the receipts and expenditures?

Dr. HENLEY. I have never seen any or heard of one being issued.

Commissioner O'CONNELL. There are no published documents we could count upon that would give a statement of the operating of the department, the receipts and expenditures?

Dr. HENLEY. Not that I know of.

Commissioner O'CONNELL. Is a report of any kind made to the Illinois Central Railroad Co.?

Dr. HENLEY. I presume there is a report made to the railway company.

Commissioner O'CONNELL. But there is no published document about it?

Dr. HENLEY. None that I know of at all.

Commissioner O'CONNELL. Who is the chief in charge of the whole system of the medical department?

Dr. HENLEY. The chief surgeon, G. G. Dowdall.

Commissioner O'CONNELL. His address is in the city here?

Dr. HENLEY. Yes, sir.

Commissioner O'CONNELL. And we could get from him any statement made in connection with this?

Dr. HENLEY. I suppose so.

Acting Chairman LENNON. Commissioner Ashton wishes to ask you a question.

Commissioner ASHTON. Your work was confined to the Burnside shops entirely, was it?

Dr. HENLEY. Burnside and vicinity; I handled a great many cases in the Fordham yards at Ninety-first Street.

Commissioner ASHTON. In the examination of new employees, your work covers largely shop men?

Dr. HENLEY. Yes, sir; largely, and the laboring class from the Fordham yards, and the clerks also; all except those who have to do with the transportation of trains.

Commissioner ASHTON. You have an office in the Burnside shops?

Dr. HENLEY. There is an emergency hospital there.

Commissioner ASHTON. Fitted up by the company?

Dr. HENLEY. Fitted up out of the hospital department funds.

Commissioner ASHTON. And a part of the hospital arrangements, the general hospital arrangements?

Dr. HENLEY. Yes, sir.

Commissioner ASHTON. That is all.

Acting Chairman LENNON. Commissioner O'Connell wishes to ask another question.

Commissioner O'CONNELL. Suppose that an employee had a protracted case of illness, would he receive medical attention and service of the physician for all of the time he was ill, say, if it was for a year or two years or even longer?

Dr. HENLEY. Yes, sir.

Commissioner O'CONNELL. Supposing he left the service of the company and he had been paying into this fund for a number of years, that he had been paying into the hospital association for a number of years and he left the service of the company for some reason, either he was dismissed or quit, would he be entitled to that service after that?

Dr. HENLEY. No, sir; that right terminates as soon as his employment with the company ceases.

Commissioner O'CONNELL. It stops as soon as his employment stops?

Dr. HENLEY. Yes.

* Acting Chairman LENNON. Commissioner Garretson would like to ask a question.

Commissioner GARRETSON. In the employment of doctors in the department, Doctor, was there any different—were there any regular salaried men except here at Chicago?

Dr. HENLEY. I believe they are all regular salaried men.

Commissioner GARRETSON. All over the country—that is, all over the system?

Dr. HENLEY. Yes, sir; all over the system.

Commissioner GARRETSON. Is the arrangement the same at towns which are not division points, as at those that are?

Dr. HENLEY. In that respect, yes; there is a difference received in the way of salaries.

Commissioner GARRETSON. How about the disposition of the fees received from the men examined at points like Clinton, Champaign, and Centralia? Did the examining surgeons there keep the fees?

Dr. HENLEY. Yes; I understand they keep the fees; they are deducted by the company and paid to the examining surgeon. They are deducted by the company from the first month's pay of all those who are put to work, and in the case of men who are not put to work the company itself pays the fee.

Commissioner GARRETSON. The company acts as collecting agent in that case?

Dr. HENLEY. Yes, sir.

Commissioner GARRETSON. Then, in Chicago, if there had been any manipulation of the examination—were you here this forenoon?

Dr. HENLEY. Yes, sir.

Commissioner GARRETSON. And you heard the testimony?

Dr. HENLEY. Yes.

Commissioner GARRETSON. If there had been any manipulation here in Chicago it would be the hospital department that would be the gainer financially and not the physician?

Dr. HENLEY. Yes.

Commissioner GARRETSON. While at outlying points, if there was any manipulation, the surgeon would gain by it?

Dr. HENLEY. Yes, sir.

Commissioner GARRETSON. In the matter of physical examination, is the man compelled to strip?

Dr. HENLEY. His trousers were lowered to his knees and his upper clothing removed, his coat and vest and we would lift up his shirt.

Commissioner GARRETSON. It is quite a strict examination; it is rigid?

Dr. HENLEY. Yes, sir.

Commissioner GARRETSON. More so than in an examination for insurance?

Dr. HENLEY. Yes, sir; more than I have ever submitted to for insurance.

Commissioner GARRETSON. In other words, he does not have the status that an insurance applicant has?

Dr. HENLEY. Probably not.

Commissioner GARRETSON. Do you know of any man holding a position being given information from any source that this or that man should be rejected?

Dr. HENLEY. No, sir; I do not.

Commissioner GARRETSON. You never had anything of that kind occur?

Dr. HENLEY. No, sir.

Commissioner GARRETSON. Do you know when—can you tell how long a period following the 11th day of September—that is the strike date, isn't it?

Dr. HENLEY. Thirtieth.

Commissioner GARRETSON. September 30, 1911; for how long was all physical examination in the departments that were on strike suspended?

Dr. HENLEY. Well, they did not have the examinations at that time—physical examination. Physical examinations did not commence until June, 1912.

Commissioner GARRETSON. Following that?

Dr. HENLEY. Following that.

Commissioner GARRETSON. It had been before that in the transportation department?

Dr. HENLEY. Yes, sir; that was always.

Commissioner GARRETSON. But it had not been extended to these departments?

Dr. HENLEY. No, sir.

Commissioner GARRETSON. That is all.

Acting Chairman LENNON. Who are the financial officers of the hospital?

Dr. HENLEY. The same as the financial officers of the company.

Acting Chairman LENNON. The same treasurer?

Dr. HENLEY. The same treasurer, paymaster, and auditor.

Acting Chairman LENNON. That is all, thank you, Dr. Henley.
S. H. Grace.

TESTIMONY OF MR. SAMUEL H. GRACE.

Acting Chairman LENNON. Give your name, address, and occupation?

Mr. GRACE. S. H. Grace, Omaha, Nebr. I am general organizer for the International Association of Machinists. Prior to that time I was what we term business agent, or general chairman, for the machinists' organization on the Union Pacific from the fall of 1903 up until September 30, 1911.

Acting Chairman LENNON. And as such, you had been associated in this work on what are known as the Harriman lines in this controversy being investigated?

Mr. GRACE. Yes, sir.

Acting Chairman LENNON. Did you make any special investigation—any special investigation of conditions on the Union Pacific and Oregon Short Line at any time?

Mr. GRACE. Mr. Chairman, before going into that I have a matter here that I would like to read to the commission—

Acting Chairman LENNON. All right.

Mr. GRACE (continuing). By which we will endeavor to show the change of policy on the part of some of the higher officials on the so-called Harriman lines.

Acting Chairman LENNON. All right, Mr. Grace. Submit it in your own way, but we want to be as brief as possible.

Mr. GRACE. I will not read it completely, but I desire to submit to the commission this telegram, and probably one or two small statements, and then will submit all of this so it may be incorporated in the record.

In the years 1902 and 1903 the machinists' organization were on a strike on the Union Pacific system. A settlement was made in May, 1903, they then returning to work on June 8, 1903. The Union Pacific at that time was using or borrowing engines from the Southern Pacific system. That matter was taken up with the heads of the different organizations and a strike vote was taken among the shopmen on the Southern Pacific system. Mr. E. H. Harriman at that time was president of the Union Pacific and of the Southern Pacific systems, and became interested in the affair, and as it was his telegram which brought a settlement, I desire to have that incorporated in the record. The same telegram was sent to the president of the International Association of Machinists, to the president of the boilermakers, and the blacksmiths' organizations—the same telegram in effect. The names of the men in these were different. This refers practically to the machinists. This is a telegram sent from New York City in the month of May, 1903, to James O'Connell, who was then president of the machinists' organization [reading]:

"Rather than permit a condition to be brought about whereby men's homes would be broken up and their families, wives, and children permitted to suffer through no fault of their own, I will recommend to Mr. Burt and suggest to you for your consideration the following:

"The sympathetic machinists' strike on the Southern Pacific and other lines to be called off, Union Pacific strike to be called off, matter of piecework to be left to the men themselves, both those already employed and to be employed hereafter by the Union Pacific, and piecework not to be further extended on the Union Pacific, and to be abandoned at the end of four months, if so determined upon by Mr. Burt and Hugh Doran, and if they can not agree it is to be referred to Messrs. J. O'Connell, M. J. Ford, and E. H. Harriman; the piecework not to be extended on the Southern Pacific or other lines except after conference and agreement with the machinists; no discrimination to be made against former employees on the Union Pacific when places are to be filled and no discrimination to be made on account of their accepting temporarily the piecework or not, and any adjustment thereof to be determined between Messrs. Doran and Burt, and in case of nonagreement by them to be referred to Messrs. O'Connell, Ford, and Harriman; in lieu of this call off the strike, both sympathetic and otherwise as above, and refer the whole Union Pacific controversy in its present condition to arbitration to be agreed upon. On account of present conditions it is important that I see you all in New York not later than Monday next. Please answer.

"E. H. HARRIMAN."

As a result of that telegram a settlement was brought about, which provided that at the end of four months a conference would be held by the parties mentioned. Mr. Doran came to Omaha, and being unable to agree with Mr. Burt over the abolishing of the piecework, the matter was then referred to Mr. Harriman, Mr. O'Connell, and Mr. Ford. Also a committee of machinists from the Union Pacific system, of which I happened to be one, went to New York. In that conference the matter was practically left in the hands of Mr. Harriman, he at that time stating it was the first labor trouble he had been mixed up or interested in, and that so far as he was concerned it would be the last if it laid within his power to prevent it. Matters ran along after that conference in New York City, and in the fall of 1903 many complaints were sent east to President O'Connell, of machinists' organization, who no doubt forwarded them to Mr. Harriman's office in regard to the company not living up to the agreement at that time as to the discontinuance of piecework. It was not being abolished as fast as the representatives thought it should be. Consequently, in the trip over the road Mr. Harriman stopped at Cheyenne, Wyo., he was in the West at the time, and telegrams were sent to the president of the machinists' organization, at that time, to myself at Omaha, stating that Mr. Harriman was in the West and would stop on his way east and interview committees. He stopped at Cheyenne, Wyo., and had an interview with the committee, and also stopped at Omaha. The matter was discussed with Mr. McKeen, then superintendent of motive power of the Union Pacific, and we had a conference in Mr. Harriman's car in the yards at Omaha. He made a very broad assertion or statement which no doubt was made in good faith, and meant considerable to the employees working on the so-called Harriman lines. After our grievances had been thrashed out, he made a suggestion to the men—to the committee—that while he realized it was necessary for capital to combine, he did not see why the same rights should be denied to the employees; and practically made the suggestion that the employees on the so-called Harriman lines should have an organization of their own, which is very much following out the federation plan—system federation plan. He made that statement, as I say, I have no doubt, in good faith; also instructed us to visit the officials more frequently; and when any change in policy was contemplated by the company the employees should also be consulted in the matter.

It is for the purpose of showing that after the death of Mr. Harriman there seemed to be a change of policy on the part of the highest officials in the operating department that I desired to read the telegram. The rest of this is practically a repetition of what has gone before, and simply shows why we organized our System Federation. The correspondence between the officials of the Union Pacific, the Oregon Short Line, and the Oregon Railway & Navigation Co. and myself, as chairman of the machinists' organization, as to serving 90 days' notice on behalf of our organization of any change in agreement, and asking for a joint conference, and their replies thereto, and I would like to submit that to the commission, which can be incorporated in the record and thus save taking up your time.

After the settlement of the shopmen's strike, 1902-3, on the Union Pacific system, which was brought about by Union Pacific using engines belonging to the other parts of the Harriman lines, strike vote was taken by the shopmen on the other lines, then Mr. E. H. Harriman, now deceased, took a hand in the affair as per the telegram from New York heretofore given.

As provided in telegram, conferences were first held in Omaha, Nebr., by the parties named, who were unable to agree. Then referred to last-named parties and Mr. E. H. Harriman at New York City.

During conference in New York City with Mr. Harriman statement was made by him that it was the first labor trouble in which he had ever become interested, and that it would be the last on system controlled by him as far as he was able to prevent.

Many complaints were made that the Union Pacific Co. was not carrying out promises made or living up to the agreement signed. These complaints were sent to Mr. Harriman at New York. Later on Mr. Harriman made a trip over the road, meeting committees at Cheyenne, Wyo., and Omaha, Nebr. At the last-named place Mr. Harriman stated in the presence of committee and officials of the railroad company that he realized it was necessary for capital to combine and organize. He therefore could not see why the same privilege should be denied the working class. At that time, December 16, 1903, he made the suggestion to the committee that he thought it would be advisable for all employees on what were termed Harriman lines to have an organization of their own, and

when any change in policy was contemplated by the railroad company the employees should also be consulted in the matter. This was the idea the men had in mind in forming the Harriman federation. Such a statement coming from Mr. Harriman, then recognized as one of the foremost railroad men of the country, meant much to the employees working on the Harriman lines, and no doubt shows the foresight of the man at that time in recognizing that such an organization must or would be formed by the railroad employees. Therefore it is no wonder that regrets have often been expressed and statements made that if he were alive the present conditions on the Harriman lines would not exist.

The Harriman lines had their own organization of officials that would meet at various times at different cities on their line, at which time, no doubt, the cost of operation and amount of work done by employees in shops at the different points would be discussed and the policy outlined having to deal with their employees.

The pension rules of the Union Pacific Railway Co. dated January 1, 1903, rule 6, on page 6, reads as follows:

"The terms 'service' and 'in the service' refer to employment upon or in connection with any of the railroads owned or operated by the Union Pacific Railroad Co., Oregon Short Line Railroad Co., Oregon-Washington Railroad & Navigation Co., Southern Pacific Co., Central Pacific Railway Co., Southern Pacific Railway Co., Oregon & California Railroad Co., the Galveston, Harrisburg & San Antonio Railway Co., Texas & New Orleans Railroad Co., Houston & Texas Railway Co., Louisiana Western Railroad Co., and Morgan's Louisiana & Texas Railroad & Steamship Co., respectively, as well as upon or in connection with any line of railway now owned or operated by this company, and the service of any employee of either of said companies shall be considered as continuous from the date from which he has been continuously employed by said companies, or either of them, or by this company. Employment by said other companies shall be certified by the boards of pensions of said companies, respectively."

In view of the rules made by the officials of the Harriman lines, which covered all employees, the organization deemed it advisable to form a federation that would be in a measure able to cope with the organization of their employers, for in their experience in the past each craft working alone had been unable to secure redress of grievances or shop rules granted by part of the Harriman lines to some systems while denied to the employees working under the same jurisdiction of officials. For instance, shop employees when applying for a position were required to undergo physical examination by company doctors on some parts of the system, costing applicant \$1. while on others it was not required. After many conferences and large expense to the different organizations the practice was finally abolished.

At different times committees representing the machinists endeavored to secure agreements from the officials of the Oregon Short Line and the Oregon Railway & Navigation Co. similar to those granted to the employees of the other Harriman lines, and until October, 1909, they were unsuccessful. At this time and in order to secure consideration it was necessary for the machinists to take a strike vote and deliver an ultimatum to the officials. After the matter had been carried to the vice president and general manager of those systems, and before agreements were secured, part of the men on the Oregon Short Line did leave their work.

Whether it was the policy of these roads to increase expenses of the committees, or for other reasons, although the employees were all under the jurisdiction of the same general manager and superintendent of motive power, committees were refused conferences unless committee was divided. At one time in Salt Lake City it was necessary for machinists' committee to be divided in three sections, the Oregon Short Line having part of the Union Pacific and part of the Southern Pacific under their jurisdiction. As these parts of the system were under the management of the Oregon Short Line officials, it meant that the machinists at that time employed at Evanston, Wyo., for the Union Pacific, and from Ogden, Utah, to Reno, Nev., employed by the Southern Pacific, had no voice or say in the shop rules they were compelled to work under. Officials at Salt Lake City would give them nothing only what had been signed by committees at Omaha, Nebr., and at San Francisco, Cal. The officials of the railroads would not meet or treat with them at those points for the reason they were under the Oregon Short Line management. The same conditions prevailed on the Oregon Railway & Navigation system, though there we were only compelled to have the two committees.

Such actions on the part of the railroad officials practically forced the employees to form into federations in order that they would eventually be in a position to deal with the highest officials of the Harriman lines.

Machinists of the Harriman lines met in Sacramento, Cal., April 10, 1911. Committees were also there from the boiler makers' and blacksmiths' organizations, while the carmen were holding a meeting similar to the machinists. Arrangements were there completed to hold a meeting in Salt Lake City on June 5, to which all organizations were requested to send delegates for the purpose of forming a federation on the Harriman lines. The Southern Pacific officials seemed opposed to this meeting, for transportation was denied delegates of the different organizations, they consequently having to pay railroad fare, about 25 in number, contrary to all former practices. A committee waited on Oregon Short Line officials in an effort to secure return transportation, after leaving a list of names, were requested to return the following day, when they were informed that no transportation would be issued unless requested by the road employing the men.

At this meeting about 100 delegates and grand lodge officers were in attendance. Laws were adopted and agreement drawn up to be submitted to the Harriman lines. The secretary of the federation authorized to give railroads 30 days' required notice in accordance with provisions in agreements then in force between the railroads and the organizations that had them.

Proper officials of the craft organizations also to give the notice for their respective crafts and ask for joint meetings at the same time. To the best of my knowledge same was done, as the following correspondence will show on behalf of the machinists—the same letter being sent to the following superintendents of motive power: Mr. C. E. Fuller, U. P. R. R., Omaha, Nebr.; Mr. J. F. Dunn, Oregon Short Line, Salt Lake City; Mr. J. F. Graham, Oregon Railway & Navigation Co., Portland, Oreg., dated at Denver, Colo., between June 28 and June 30, 1911:

"DEAR SIR: In accordance with present shop rules and regulations governing machinists and apprentices, 30 days' written notice are required to be given the other party when a change is desired.

"I have been instructed by the members of our organization working under your jurisdiction to notify you that a change is desired, and that later a new schedule will be submitted to you in our behalf.

"As the present shop rules of all crafts are now nearly identical, we believe that a conference between yourself and representatives of the different crafts should be held jointly.

"I am therefore requested to ask for a joint conference of all crafts on behalf of the machinists, and believe that by such a conference time will be saved you as an official of the company.

"Awaiting your reply, I am,

"Yours, respectfully,

"SAMUEL H. GRACE,
"Machinists' Representative, District 11, Room 403,
"Bee Building, Omaha, Nebr."

To which the following replies were received:

OREGON SHORT LINE RAILROAD CO.,
Salt Lake City, July 15, 1911.

Request from machinists for meeting.

MR. SAMUEL H. GRACE,
Machinists' Representative, District 11, 403 Bee Building, Omaha, Nebr.

DEAR SIR: Acknowledging receipt of yours of the 11th I am not in position just at this time to say when I can meet committee of machinists relative to changing their agreement, and so forth, but think no doubt that before the end of the month I can advise you as to the date when I can meet them.

Yours, truly,

J. F. DUNN.

OREGON SHORT LINE RAILROAD CO.,
Salt Lake City, July 22, 1911.

In re: Request for conference, machinists.

MR. SAMUEL H. GRACE,
*Machinist Representative, District 11,
Room 403, Bee Building, Omaha, Nebr.*

DEAR SIR: Referring to yours of June 29, and my reply thereto of the 15th instant. If the machinists' committee desire a conference with me, I will arrange to meet them here on August 3, but can not meet them in a joint conference of all crafts, but will continue to meet them as a separate organization, as we have been doing heretofore.

Yours, truly,

J. F. DUNN.

UNION PACIFIC RAILROAD CO.,
Omaha, July 29, 1911.

MR. SAMUEL H. GRACE,
403 Bee Building, Omaha, Nebr.

DEAR SIR: Your favor of June 30 received, and in reply would advise that if a committee of machinists desire to meet me to discuss the machinists' working rules I will be very glad to arrange for a meeting with such committee as in the past, but can not accede to the request to meet with other crafts at the same time.

Yours, truly,

C. E. FULLER,
Assistant General Manager.

OREGON-WASHINGTON RAILROAD & NAVIGATION CO.,
July 3, 1911.

MR. SAMUEL H. GRACE,
403 Bee Building, Omaha, Nebr.

DEAR SIR: This is to acknowledge receipt of yours of the 28th ultimo, and wish to advise you that until such time as we are presented with a copy of demands it will not be possible for us to arrange a meeting. This inasmuch as we have had no complaint nor request from our own employees that would indicate that they are dissatisfied with the present agreement.

Yours, truly,

J. F. GRAHAM,
*Assistant General Manager,
For and in the Absence of the General Manager.*

Believing that the railroad officials should be furnished with a copy of the proposed agreement in order that they might familiarize themselves with same before expiration of the 30 days' notice, the following letters were sent:

OMAHA, NEBR., July 19, 1911.

MR. J. F. GRAHAM,
Asst. Gen. Mgr. O. W. R. R. & N. Co., Portland, Oreg.

DEAR SIR: Inclosed find copy of new schedule submitted for your consideration in behalf of the machinists of the Oregon-Washington Railroad & Navigation Co.

This same schedule will be submitted to all of the allied lines of the so-called Harriman systems in behalf of the machinists employed by them and practically the same schedule, outside of rule 4 (definition of work), by all other shop crafts.

In view of the above, we therefore trust that you can see your way clear to grant us all at this time a joint conference, and that by so doing it will give better satisfaction to all concerned and also be a saving of time and expense to all parties.

Realizing that our 30 days' notice does not expire until August 1, I also realize that you, as the company's representative, should be furnished with the proposed schedule prior to going into conference with any committee, in order that you may familiarize yourself with all requests made, and it is with this idea in mind that I am at present inclosing copy.

Awaiting your reply, I remain,
Yours, respectfully,

S. H. GRACE.

OMAHA, NEBR., July 19, 1911.

Mr. C. E. FULLER,

Ast. Gen. Mgr. U. P. R. R., Omaha, Nebr.

DEAR SIR: Inclosed find copy of the new schedule submitted for consideration in behalf of the machinists of the Union Pacific Co. This same schedule will be submitted to all of the allied lines of the so-called Harriman systems in behalf of the machinists employed by them, and practically the same schedule, outside of rule 4 (definition of work), by all other shop crafts.

In view of the above, we therefore trust that you can see your way clear to grant us all at this time a joint conference, and that by so doing it will give better satisfaction to all concerned and also be a saving of time and expense to all parties.

Awaiting your reply, I remain,

Yours, respectfully,

S. H. GRACE.

"OMAHA, NEBR., July 20, 1911.

"Mr. J. F. DUNN,

"Superintendent M. P. & M., O. S. L., Salt Lake City, Utah.

"DEAR SIR: Your letter, of the 15th instant to hand, in regard to meeting; the committee. Realizing that the 30-day notice does not expire until August 1, I also realize that you, as the company's representative, should be furnished with the proposed schedule prior to going into any conference with any committee in order that you may have an opportunity to look over what requests are made, and it is with this idea in mind that I am at present inclosing you a copy of the new schedule in behalf of the machinists of the Oregon Short Line.

"This same schedule will be submitted to all of the allied lines of the so-called Harriman systems in behalf of the machinists employed by them, and practically the same schedule outside of rule 4, definition of work, will be submitted by all other shop crafts.

"In view of the above we, therefore, trust that you can see your way clear to grant us all at this time a joint conference, and that by so doing it will give better satisfaction to all concerned, with a saving of time and expense to all parties.

"Awaiting your reply, I remain,

"Yours, respectfully,

"S. H. GRACE."

I also desire at this time to submit a pamphlet, dated Omaha, Nebr., August 28, 1911, signed by Mr. C. E. Fuller, assistant general manager of the Union Pacific Railroad Co.; a pamphlet, of the same date, from the Omaha Business Men's Association, in which the proposed agreements are discussed pro and con; and also a copy of the agreement as proposed by the machinists' organization, which I desire to submit to be incorporated in the record.

(The pamphlets here presented and described by the witness were both in printed form. The agreement referred to appears among the exhibits as Grace Exhibit.)

Acting Chairman LENNON. Now, is that the preliminary matter that you desire to submit?

Mr. GRACE. Yes, sir.

Acting Chairman LENNON. Now, did you make a special investigation of the conditions on the Union Pacific or the Oregon Short Line?

Mr. GRACE. Yes, sir.

Acting Chairman LENNON. Well, tell us the conditions that you found. I suppose this investigation was made after this strike took place.

Mr. GRACE. The investigation was made quite a time after the strike took place. It was along in the year 1914 that this investigation was made. It was practically in regard to the character of the men that were imported, and was such as the effect on business, the effect on our men, and so forth. I might state, as a general rule, that the character of the men imported by the Union Pacific, I presume, were about of the same class as those imported on the other lines, as it seemed no doubt some arrangements had been made whereby the men were gathered up from the East and probably located here in the city of Chicago, and then distributed over the lines; for our pickets in picketing talked to some of the strike breakers, and were informed that when they were hired in the East they really did not know where they were to be sent, whether they were to be sent to the Illinois Central or to the

Harriman lines. Some claimed they were hired for one place, and would be sent to another. This is best described by saying that this class of imported men—there is no question but that they were of a low character, the majority of them, the first that they shipped in. They seemed to have cared more for the ride they had secured from the company, in place of being able to do the work. While we have not had the trouble on the Union Pacific that they did on the Illinois Central, I can discuss that, being more familiar with it than with the balance of the Harriman lines. We have not had the trouble on the Union Pacific that they have had on the Illinois Central. The strike over there seemed to be conducted along fairly peaceable lines, and no doubt a good deal of it was through the fear, possibly of some of the so-called noted guards that were in charge—Union Pacific guards—at some of the points along the line. It is a well-known fact that the State of Wyoming, in particular, is noted for the "bad men" that they have all over the country. I have in mind several at different places—so-called noted gunmen and bad men of the West. One man in particular by the name of C. E. Horton, who was in charge of the company guard at Laramie, Wyo. He killed another one of the guards at that point. No prosecution was ever made, and he was transferred over here on the Illinois Central. There was another man by the name of Charley Irwin, of Cheyenne, Wyo., who was employed in some kind of position, industrial agent or something of that kind, who was also instrumental in gathering guards and strike breakers for the Union Pacific.

No doubt you are aware of the fact that General Manager Park is from the Union Pacific and Mr. Keillher, chief special agent for the Illinois Central, is also from the Union Pacific. It may be on account of trouble they had over here. They may have thought some of these men were necessary. Now this man Irwin sent a man by the name of Hugh Clark, he was used as one of the guards at Burnside, and another man I have named also by the name of Bill Lewis—they called him "Negro Bill Lewis" in the West. He was in charge of the guards at Evanston, Wyo. He became mixed up in an altercation or fracas with a brakeman. Some brakeman was going down the yard to his caboose or something, and Lewis set on him and beat him up very severely, and for quite a time they didn't think he was going to live. The trainmen's organization got busy and had a warrant sworn out for Mr. Lewis, but the city officials at Evanston, Wyo., made no effort to serve this warrant. Lewis, however, was transferred from Evanston to Green River, Wyo., the division east, and he later on got into some trouble there, I don't recall just what it was at this time; but he was also transferred over to the Illinois Central, and was eventually killed, I think, at Centerville, Ill., either by another Illinois Central guard or by a United States marshal. And that seemed to be the character of the guards through that section of the country. They seemed to be more obnoxious—made themselves so. And it was probably on account of the reputation they had—one storekeeper in Rawlins, Wyo., by the name of F. J. Keefe at one time went on a rampage and killed a couple of citizens, and served four years in the penitentiary, which was located at that point, and was paroled or pardoned out of the penitentiary. At the inception of the trouble he was one of the guards in the city of Rawlins, and within the last six months he went on another tear, as the saying is out there, and shot up the place. That seemed to be the character throughout that section.

On the eastern end we did not have so much trouble, with the exception that at Omaha the character of the man that was first employed in charge of guards, I believe the company soon realized what he was. He was an expoliceman. His name was Mike Cronos, and he was in charge of the company guards; and I believe he was finally discharged for drinking. Anyhow, he was placed in the sanitarium across the river, and the statement came out in the newspapers that he was transferred to Cheyenne, Wyo. After he was discharged, his brother, Fred, was placed in charge of the guards. He also was discharged by the company and was arrested by the city police and fined in police court, I believe, \$25 and costs, for accepting money from the women of the streets; and I believe he was promptly discharged by the company.

Those were the only two that we had to contend with on the eastern end, to any extent.

Acting Chairman LENNON. The documents you submitted, did they show whether or not your System Federation met out there and attempted to secure conference to bring about an adjustment of the matter before the strike took place?

Mr. GRACE. The correspondence I submitted simply shows the correspondence that was taking place between officials or the superintendent of motive power and assistant general manager, as their title then was, in the majority of cases, and myself as representative of the machinists' organization; and in that correspondence we, as the machinists, asked for a joint meeting with the officials, and later on submitted a copy of the proposed agreement, and in that correspondence stated that the agreement submitted would be practically the same as that that would be submitted by all crafts with the exception of rule 4, which was the definition of work; and their replies thereto, which were that—from some of them—that they would meet these craft organizations, but refused to meet us jointly. And the matter was then turned over to our grand lodge officers, and I presume they are qualified to testify—

Acting Chairman LENNIX. Do you know about the number of men that were involved in this strike on the Harriman lines? Have you that information?

Mr. GRACE. No. To the best of my knowledge, taking the Illinois Central, as we figure between ten and eleven thousand men on the Illinois Central, I should presume that there was in the neighborhood of 20,000 to 22,000 men on the Harriman lines.

Acting Chairman LENNIX. What effect has the strike apparently had on the part of the country with which you are familiar on the business of the communities? Do you know anything about that?

Mr. GRACE. Well, that is a hard question to answer, for the simple reason that in a number of smaller points—division points, as they are termed—there is practically no competition with the Union Pacific, and practically the only industry located at those small towns is the railroad. So, as a consequence, when the men left their work, the organizations paying them what benefits they did, certainly had an effect on the business of those smaller towns. And at the inception of the strike there were many complaints made in the towns in western Nebraska and there were newspaper reports of shortage of coal, and so forth. It seemed to be the general proposition that the men did not have the money, and the majority of these smaller towns are, you might say, practically dependent on the pay roll of the corporation.

Acting Chairman LENNIX. Commissioner O'Connell desires to ask you some questions.

Commissioner O'CONNELL. Mr. Grace, as the result of the trouble on the road you presented a request to the officials of the Harriman lines to meet your organizations as a federation?

Mr. GRACE. Yes, sir.

Commissioner O'CONNELL. There was no agreement presented asking for changes of wages, was there, at that time?

Mr. GRACE. Not when the notice was served. Later on, prior to the expiration of the 30 days' notice, a proposed agreement was submitted to the Harriman lines.

Commissioner O'CONNELL. The original request was simply presented asking them to meet you as the joint committee.

Mr. GRACE. No; it was serving 30 days' notice on the company—on the Harriman lines, I am speaking of.

Commissioner O'CONNELL. Serving a 30 days' notice.

Mr. GRACE. For a change in the agreement.

Commissioner O'CONNELL. But you asked that the company meet you as a committee of the federation.

Mr. GRACE. As a joint committee.

Commissioner O'CONNELL. Joint committee?

Mr. GRACE. Endeavoring to explain to them the time that had been wasted in going over the different agreements, and explaining why such and such rules should be uniform.

Commissioner O'CONNELL. You presented the officials with a copy of the proposed agreement, then, at that time, did you, when the notice was given?

Mr. GRACE. No, sir. Notice was given, as I recollect it, on the 1st day of July. It had always been customary on behalf of myself, as representing the machinists' organization prior to the expiration of the 30 days as required in the contracts that were in force, to submit a copy of the proposed agreement to the officials of the company for the purpose that they would become familiar with what our organization was asking for and that no time be wasted when the day was set for conference. As a general rule, we always heard from the officials about the time the proposed agreement was submitted, setting a date. As I recollect it now, this proposed agreement was sent by registered mail to

the officials of the Union Pacific, Oregon Short Line, and the Oregon Railway & Navigation Co. on July 19, 1911.

Commissioner O'CONNELL. Did they acknowledge receipt of that?

Mr. GRACE. Not of the agreement. The reply came shortly afterwards under date of about July 22, probably, or 24th or 25th, advising us that they would not meet us as a joint committee.

Acting Chairman LENNON. July 25 they notified you they would not meet you as a joint committee?

Mr. GRACE. Yes; somewhere along there.

Commissioner O'CONNELL. Was there any suggestion or counter proposition to meet you in any other way?

Mr. GRACE. The letter from Mr. Fuller as I recollect, stated that they would meet the machinists' committee, but not meet as a joint committee.

Commissioner O'CONNELL. These two circulars you have handed in for the record, one is dated Omaha, August 28, 1911, and headed "The following from the Omaha Press, including report of meeting of the Omaha Business Men's Association, held on Saturday, August 26, is published for the information of all concerned." This circular is published more than a month prior to the time the strike occurred?

Mr. GRACE. Yes, sir.

Commissioner O'CONNELL. And the other circular is dated August 28, two days later than the date of that meeting, and is addressed to all shop employees of the Union Pacific Railroad Co., and is signed by C. E. Fuller, assistant general manager of the Union Pacific Railroad Co. One of those was issued by the business men of Omaha, and the other by the officials of the company. I notice in looking over them both they contain practically the same matter. There are 13 paragraphs in the first circular by the business men's association, outlying the demands made by the men. In the other circular the same material and same number of demands occur, except there are 13 in this and 12 in the business men's association pamphlet, covering exactly the same language. Have you any idea how these two circulars seem to be so similar, coming from such different sources?

Mr. GRACE. Well, I have, only in a general way. No doubt that circular—that was sent broadcast, and it was practically along the lines of publicity, as stated in Mr. Markham's statement, that also appeared in the public press in all the large papers just at that time. And at that time the grand lodge officers, the presidents of the organizations, and their representatives were on their way to San Francisco to meet Julius Kruttschnitt, who was then director of maintenance and operation. They met him about the 1st of September, or somewhere along there, and those were sent out or were in the mails while the representatives of the organization were on the way to Frisco to meet Mr. Kruttschnitt, as I recollect. I know I was in Frisco when they were sent out.

Commissioner O'CONNELL. This statement appears in the circular issued by Gen. Manager Fuller, in the first paragraph: "It is demanded that the Union Pacific Railway Co. shall no longer treat directly with its own employees"; did you make any such demand as that on the company, that they should not treat with their own employees?

Mr. GRACE. No.

Commissioner O'CONNELL. Then, that is a misleading statement?

Mr. GRACE. I should judge so. I do not want to take up too much time in discussing the propositions submitted there. It has been the practice in the past in conferences with the officials of the different railroad companies that in order to get to discuss any matter that is proposed it must be incorporated in the proposed agreement, and, as a general rule, the agreement that is proposed or sent in to the officials of the railroad company is not recognizable at the conclusion of the conference with those officials, but in order to get to discuss all matters they must all be incorporated. That has been the way in the past and probably is yet.

Commissioner O'CONNELL. You do not quite get the point that I am trying to make. This statement is issued to the shop employees of the Union Pacific and is signed by the assistant general manager, Mr. Fuller, and in the very first line it says, speaking of the demand that the men made upon the company by presenting their agreement, "It is demanded that the Union Pacific Railroad Co. shall no longer treat directly with its own employees." Now, did the proposed agreement you presented, or any other demands you made upon the company, contain anything that would prevent the company from dealing with its own employees?

Mr. GRACE. No, sir.

Commissioner O'CONNELL. Then, this first statement in this circular issued is not in accordance with the facts?

Mr. GRACE. No, sir; I notice in glancing over those pamphlets that everything is headed as "demands." There were no demands.

Commissioner O'CONNELL. The point I am trying to make is whether you made a request, or whether your agreement, if signed as you had presented it, would have prevented the Union Pacific Railroad Co. from dealing with its own employees?

Mr. GRACE. No, sir.

Commissioner O'CONNELL. And in negotiating the agreement it would have been negotiated with its own employees?

Mr. GRACE. Yes, sir.

Commissioner O'CONNELL. And they would have been dealing with committees from their own shops?

Mr. GRACE. Yes, sir.

Commissioner O'CONNELL. And if the agreement had been signed as presented, that would not have prevented them from dealing with their own employees?

Mr. GRACE. No, sir.

Commissioner O'CONNELL. It seems to me that there was an effort made to confuse or mislead some one as to your purposes and intentions.

Mr. GRACE. These pamphlets were sent to all business men and also to the employees in the operating department.

Commissioner O'CONNELL. And I notice that appears in the circular issued by the Business Men's Association of Omaha, that you made a demand upon them which would prevent the company from treating with its own employees; as a representative of the organization upon that system, you were an employee of the Harriman lines?

Mr. GRACE. Yes.

Commissioner O'CONNELL. And had not quit or been discharged when you accepted a position representing the men?

Mr. GRACE. No, sir.

Commissioner O'CONNELL. You were simply off on furlough?

Mr. GRACE. Yes, sir; simply off on furlough with transportation; I was granted annual transportation.

Commissioner O'CONNELL. By the company?

Mr. GRACE. Yes, sir.

Commissioner O'CONNELL. And you were in a position to return to the service of the company at any time you wanted to?

Mr. GRACE. Yes.

Commissioner O'CONNELL. And you would not have lost your rights in any way by being out of the service?

Mr. GRACE. I presume not.

Commissioner O'CONNELL. So you were considered an employee of the Harriman lines when you were negotiating for the men?

Mr. GRACE. Yes, sir.

Commissioner O'CONNELL. And that applied to all of the other representatives of the other organizations?

Mr. GRACE. Yes, sir.

Commissioner O'CONNELL. It applied to the transportation men in the same way?

Mr. GRACE. Yes, sir; all general chairmen practically.

Commissioner O'CONNELL. Have you any idea as to what interpretation the Interstate Commerce Commission has put upon representatives of these organizations who are employed by their men to represent them?

Mr. GRACE. The general interpretation—it seems, after the amendment, I believe in 1907 the antipass law was amended, the Hepburn Act—there seemed to be quite a difference of opinion and as I had been general chairman of the machinists on the Union Pacific, there was a question about granting the transportation, notwithstanding that in our contract with the company—our understanding—it stated I was an employee of the company, and yet, in endeavoring to straighten that idea out, I was compelled to return to work, and I appeared on three pay rolls I think, or something like that, in the year 1907 or 1908. And I worked a short period in each month and was then granted further leave of absence and resumed my old position; but the general interpretation placed on the granting of such transportation by the Interstate Commerce Commission has been that they have been considered employees of

the company and are entitled to transportation for themselves and for their families.

Commissioner O'CONNELL. Does that agreement contemplate the unionizing of the shops?

Mr. GRACE. I do not recall just now the different articles in the agreement.

Commissioner O'CONNELL. You spoke of attending a conference in New York several years prior to the present strike in the matter of adjustment of a former strike occurring on the Union Pacific road?

Mr. GRACE. Yes.

Commissioner O'CONNELL. At which conference, which was held in the office of Mr. Harriman—E. H. Harriman—then president of the road, and of meeting him later at two or three points on the Union Pacific road, his general suggestion that the men get together so that they might deal in the larger unit as they had formerly done. Do you recall at that conference in New York Mr. Harriman's suggesting it would be better if the men should select some representative to represent them all so that an adjustment could be made for a long period of time for the affairs, so there would not be any possibility of strikes for at least a year that might be handled by several men representing all the employees in the shops?

Mr. GRACE. He made a suggestion along those lines when he made the statement, as I recall now, that that was the first labor trouble that he had been mixed up in or interested in, and so far as he was concerned it would be the last. At that time, if you recall, he entered into a discussion of the merits of compound engines, and so forth, and went on about merits of such engines.

Commissioner O'CONNELL. That is all.

Commissioner AISHTON. Mr. Grace, at the time this circular referred to by Commissioner O'Connell, issued by Mr. Fuller, you say the matter was out of your hands. I understood you it was entirely in the hands of the grand officers and they were on their way to Frisco to meet Mr. Kruttschnitt at that time?

Mr. GRACE. The general officers were on their way to San Francisco and I had been instructed to be there with them.

Commissioner AISHTON. And this entire matter had been turned over to them?

Mr. GRACE. Yes.

Commissioner AISHTON. For adjustment?

Mr. GRACE. It was in the hands of the grand lodge officers.

Commissioner AISHTON. So that Mr. Fuller's circular was correct in the statement made in that paragraph that the matter was being handled by other than employees of the system?

Mr. GRACE. No. I would like to take exception to that statement. It was being handled, temporarily, by the international officers of the organization—but it was for the purpose of bringing the two parties together. It was not for discussion of the contents of the proposed agreement or anything of that kind.

Commissioner AISHTON. Oh, I misunderstood your former testimony on that to that effect. You had turned that matter over to the grand officers?

Mr. GRACE. In turning the matter over to the grand lodge officers, that was done for the purpose of bringing about a conference.

I might explain a little further, that as the Harriman lines were constituted at that time it seemed—the statement has been made they were something like scrambled eggs—they were divided and subdivided into so many different sections. It was for the purpose of bringing in some of the higher officials with authority who could deal for all of them. That was the purpose of turning the matter over to the grand lodge officers. It was not really out of the hands of the employees after the conference was secured.

Acting Chairman LENNON. You mentioned that at Omaha Mr. Harriman stopped and you had a consultation with him in the car. I wish you would state so that we may get it in the record who was with you representing the men and who was there with Mr. Harriman representing the company, as nearly as you can recall; you may not remember everyone, but you certainly can remember part of them.

Mr. GRACE. Well, present with Mr. Harriman was Mr. W. R. McKeen, jr., superintendent of motive power. With the committee of machinists was George W. Smith, who is living in Council Bluffs, Iowa, at the present time; a machinist by the name of A. S. Mildred, who is dead, I am sorry to say; and myself.

There was a committee of three in the Omaha conference. There was a committee of three in the conference at Cheyenne. I will give you the names of those if you want them. I have them.

Acting Chairman LENNON. If you can name them, name them also.

Mr. GRACE. At Cheyenne, Mr. William Nyland was representing the company along with Mr. Harriman.

Commissioner AISHON. What is his position?

Mr. GRACE. Master mechanic; G. H. Tomlinson, George Harris, W. R. Junk was, I think—I don't remember the machinists' committee. I wouldn't be positive about Junk.

Acting Chairman LENNON. That is all, Mr. Grace, unless you desire to submit any further statement.

Mr. GRACE. No; there is nothing; matters then being left in hands of grand lodge officials for future action.

Acting Chairman LENNON. You will be excused, then.

TESTIMONY OF MR. JOHN G. TAYLOR.

Acting Chairman LENNON. Give the stenographer your name, for fear we did not call it right.

Mr. TAYLOR. John G. Taylor; residence, Oakland, Cal. Entered the service of the Wabash as machinist apprentice in 1888 in Springfield, Ill. I have worked almost continuously since that time on western railroads, among them the various Harriman lines. I was elected business agent of the machinists upon the Southern Pacific, Pacific & Atlantic system, the Houston & Texas Central systems in May, 1909.

Acting Chairman LENNON. Did you make any special investigation of the conditions on these lines?

Mr. TAYLOR. I did.

Acting Chairman LENNON. Just tell us as briefly as you can and cover the subject—what you found to be the conditions.

Mr. TAYLOR. I should like—

Acting Chairman LENNON (interrupting). Talk as loud as you can. Don't be afraid to use your lungs.

Mr. TAYLOR. I haven't got much. I caught a cold since I landed in the Windy City.

I would like to make a very, very brief statement as to the causes that led up to the formation of the System Federation on those lines in my territory.

Acting Chairman LENNON. All right.

Mr. TAYLOR. The story told by Mr. Grace is generally accepted in all that territory which covers roughly about 10,000 miles and about 10,500 shop men. It is accepted, and so is the statement Mr. Harriman made that he hoped at some time the representatives of all the men would deal with all lines. It was generally accepted as true.

Another statement made to the machinists, blacksmiths, and boiler makers' representatives at different times by Mr. H. J. Small, at that time general superintendent of motive power on the Southern Pacific, both of its systems, now retired, that he hoped at some time or other the men would all come at once and they would not spend the whole year taking up his time and others also.

The schedule generally, the district that I represented and of which Mr. Grace and myself were the business agents, was combined in one, the first to combine along that line. If I remember correctly, district 11, machinists, that is the Harriman lines, held its first real session in 1907, or along about that time.

Schedules were drawn up separately. And in 1907 the machinists of the Pacific system—I want to make a slight digression, the Southern Pacific and the Pacific systems comprise those lines from Portland, Oreg., to Los Angeles and from San Francisco to Ogden; the Atlantic system, as it is generally known, comprises the G. H. & S. A. and some subordinate lines; the T. & N. O., the M. L. & T., and the L. & W. railway.

The Houston & Texas Central comprises the Houston & Texas Central proper, the Houston, East & West Texas Railways, and all of these railways have within them more corporations, about 25 or 30.

On neither of the systems under my jurisdiction, I mean on all the systems the machinists having schedules, all of them combined in one district, the boiler

makers also, and later I believe the blacksmiths and the sheet metal men had none on any of the systems that I know of unless it was the Houston & Texas Central.

The carmen had no schedule upon the Southern Pacific proper or the Pacific system. They had a very fair schedule on the Houston & Texas Central.

The main causes—that is, the mental attitude of the men, and I believe I am as familiar with that as any man can possibly be, having been up and down those lines for the past six years and personally acquainted with all of the men at some time or other—the schedule of the machinists generally upon the Pacific system was considered fair except so far as the seniority clause was concerned—that is, its rate of pay was good—the schedule upon which the Atlantic system, the H. & T. C. was considered good so far as shop conditions—I believe a little above the average—but the rate of pay was 3 to 4 cents below the rate of pay in that territory.

In 1909 we began a conference with the officials; that is, the motive power officials on the Atlantic system, and the H. & T. C. That extended along from the fall of 1909 until along in April, 1910, if I remember correctly, and the machinists got a 3-cent raise, and I believe the boiler makers at that time also had a change.

That left three points, Houston, San Antonio, and Algiers, all intermediate points between Ennis, Tex., 1½ cents behind the rate of pay, for my craft to that of competing territory. In other words, the man who sat in the same local in Houston and San Antonio and Algiers from their railways like the I. & G. N. and the T. P. were getting 42 cents an hour, and my men were getting 37 or 37½, something like that.

In 1910 we gained 3 cents, leaving us a cent and a half behind at that time. The machinists on the Pacific system were held what to our law was an illegal convention. We never called it as such, because there was going to be some more consideration upon the seniority clause in the—and absolute violation of the seniority clause and the hospital question and the spotter system.

The seniority clause—I am not going to burden the commission with any great story of it, but simply tell one story or perhaps two that illustrates on the Pacific system.

I want to say for the Atlantic system that we never had any trouble along that line outside of the Houston & Texas Central.

I hope I will be pardoned for using a personal reference, because I can tell my own story best. I went to work in the Oakland shop, and I have been working with the Southern Pacific on more than one occasion, in the fall of 1907, and I want to show conditions.

I did not go into Oakland to go to work there. The master mechanic and the general foreman and the gang boss under whom I worked were men whom I had worked many times, and in the language of the street were partners of mine. They asked me to go to work. That was the time the Pacific system got the 3-cent raise over and above all the other Harriman—I mean the machinists on the Pacific system, which afterward caused a good bit of trouble. I think I had been in the service at that time about six or seven weeks when there came a lay off and two men who had been in the service of the company for a long time, named Dwelley and Fredericks, men who were counted extraordinarily first-class mechanics, were laid off. It was common report among the men they had had got in bad with a particular spotter. At any rate I was kept. I was not laid off. After a good bit of trouble of our shop committee Dwelley and Fredericks and some others were reinstated.

Again, in 1908, in the same shop, as was general all over the system, there was a heavy reduction made, I think only in our shop, about 19 of our craft were kept in the roundhouse.

I went to work for the Du Pont Powder Co. at Paola; had a good situation. The gang boss came to me one night when I came into Oakland from Paola—Paola is a short distance out of Oakland—and said for me to go to work. I refused, because I knew that men who had antedated me in seniority—some of them 30 years—were still out. But I think it was two or three weeks before I really did go in, because it occurred to me that some were men that never could go back to their jobs. A man that took my place—I went to work in the West Oakland shops. In the lodge room afterwards; that is, in my own union, the talk came up that the most outrageous thing that had ever happened, because we were hired with this understanding that the seniority right, so far as transportation and pensions were concerned, they still had. But no other seniority rights did they have. In simple language I

am giving it now, not absolutely, but as near as I can recall, that I was a boomer, counted as a boomer in the shop, had only been there perhaps seven or eight months all told, and was antedated in seniority by about 100 or 100 men who had been there 30 or 40 years. That was all over the Pacific system.

In 1909 I was elected business agent to fill the unexpired term. We had some six or seven business agents and none of us were ever recognized as chairman. I think I was recognized longer than anybody else, 70 days, and we had some general correspondence over that.

On the spotter system it is so bad in California that at the last legislature, that is the one preceding the present one, the transportation organizations, backed up by all the other labor unions of California, brought in an anti-spotter bill. It failed of passing. The present legislature has an anti-spotter bill that when I left there had been so amended that it was practically worthless. Its history right now I do not know. I have not been able to ascertain. But the effect of that upon the minds of the employees was bad.

For instance, I have had my union built up only to have it torn down. I will tell that further story where the spotter seniority business did come up and that will end it.

In this convention which the machinists held, and which I spoke of as being practically illegal according to our district law at Rosevale, the young man by the name of Beck—Rosevale is what is called a boomer town, one that comes and goes all the time. I had rebuilt that lodge; I don't know how many times it was torn to pieces. I do not know what caused it, but something did. During the heart of the fruit rush when—and this is a mountain roundhouse, Rosevale is—when they needed everything that would turn a wheel, right after this convention, we had no conference, as a matter of fact refused a conference, as did the boiler makers and tinnerns. And on further evidence, I think I can not give it absolutely, but in a general way, notice was posted at 3 o'clock that they would go on 48 hours a week. I believe in 15 or 20 minutes thereafter that they would go on 40 hours a week. Then 28 men were laid off. That was the seniority effect. The rest of them were hired Monday morning. Mr. Beck was never.

When the tinnerns asked for a conference in 1909 I think they were refused; had a strike, and lost.

In 1910 the machinists on the Pacific system asked for a conference, and they got none.

The boiler makers asked for the same thing.

And the demand for a system federation became general. The carmen never did have the schedule on the Pacific system. I believe that Mr. Markham stated that they did not believe that they would ever strike. I want to say to you in my talk with our men our men never believed we would have to strike we never believed that to the last hour, we never believed it.

Three or four months elapsed during the strike before the men believed that they were up against a hard fight, because of the statement of Mr. Small to the boiler makers, to the blacksmiths, to the machinists, and I want to say to you it is ordinary human nature. Mr. Small always had the best reputation among the men as a general superintendent of motive power than all the other railroads I ever worked on, and the faith of the men was then and is now absolutely in him. They also had faith in the statement of Mr. Harriman.

After this strike took place the effect of the spotter system was very apparent to some of our organizations.

At one of our particular points, I would like to mention Sacramento, the boiler makers are said to be 100 per cent strong. Their organization was crushed like a shell within three months after it began. The foreman out there was a notorious money lender and a very wealthy man, said to be. I do not know him. In the language of the streets, as we say, he had his fingers in most all the boiler makers in that union; that is, he had loaned them money to build houses and things like that.

I have made a general investigation of the effects, and I do not want to take up the time of the commission very much, but I believe I could give it.

Acting Chairman LENNON. Will you tell us, before you leave that question, who were the spotters, the machinists, or blacksmiths, or the men employed in some other capacity; do you know anything about it?

Mr. TAYLOR. It is a general question that can not be absolutely proven, only here and there, and then only by inference. I have had a great deal of experience in organizing the men of my own craft, and I might say this, as an

opinion, that they generally work in trios—some of them I have in mind that I thought were spotters, who are now in the employ of the company as strike breakers. One is running a detective agency of his own at Sacramento; one of them in Portland, Oreg., was a leader of our picket lines, we happened to catch him with the goods on him. And their general idea was to—knowing the ordinary nature of the male sex, and that men follow leaders, for instance, now, in the lodge room—I say they would work in trios and as against each other, Jew against Gentile or Greek against barbarian; they would do it. Then there was another fellow who was a genuine good fellow, he never took any of our money himself, but he always wanted to spend it on smokers and little excursions. And then there was another fellow, that there is nothing in the English language to describe him exactly. He was a good fellow, but whenever anyone spoke of any movement he would point out the dangers in it; he was a "discourager." The man on the picket line in Portland, Oreg., turned in regular reports; he was also on our executive committee; that was after the strike. I will state, Mr. Lennon, that it is a generally recognized thing in California, at any rate, and I believe in Arizona, because I think both States have had up antispotter bills; the present antispotter bill is in the legislature of California at this time.

Acting Chairman LENNON. Do you want to tell anything more, Mr. Taylor?

Mr. TAYLOR. There is so much of it, still, I believe I am willing to turn it over to the commission, and think I can get through with it in 20 minutes.

Acting Chairman LENNON. Is it a written document?

Mr. TAYLOR. Yes, sir.

Acting Chairman LENNON. Possibly you can put that in evidence; can you tell us some specific things as to the distribution of the men that went on strike? Are they in the same neighborhood, or, like on the Illinois Central, scattered all over the country?

Mr. TAYLOR. Scattered all over the country.

Acting Chairman LENNON. And have not remained at the place where they were when the strike took place?

Mr. TAYLOR. In our country there are places where it is absolutely desert territory and there is nothing but the shop, and at some of those places there are none, but in the larger towns they have not scattered quite so much, in such towns as Sacramento and San Francisco and Los Angeles, and so forth.

Acting Chairman LENNON. If you want to submit some parts of that, or want to read them, why, they will be heard all right.

Mr. TAYLOR. I am just going to submit a summary, just about a page and a quarter.

"Forty-four points were investigated. Seven thousand four hundred and eighty-two men came out on strike. A number probably equal to one-fifth of this trouble were laid off or quit just prior to the strike. About 16 division points were not investigated. These employed from 2 to 6 men. I believe that with one exception all of them struck. Their particular story could not be obtained in the time given to me."

I will state that this is a report to your department, and the matter will be submitted entirely—the entire matter will be submitted. [Reads:]

"On matters relating to the first question; the territory given to me is mainly desert, or at least not thickly populated. Small portions of it are agricultural, and but four towns, namely, Los Angeles, San Francisco, Oakland, and Portland, contain factories of any size whatever. Most of the cities have practically no industries but the railroad shops.

"On the second question, I have 14 cases of men with criminal records—speaking of the strike breakers who were caught—for whom there were warrants and whom were caught. Four hundred and forty-one cases of arrests for various misdemeanors that came directly under the notice of the strikers. In only one city could I get information from police-court officers, and I feel sure that my estimate is conservative to the last degree. There are 5 cases of scabs taking the bankruptcy act, and 495 cases of garnishee. This information also is given by strikers; and I am sure is exceedingly conservative. The general answer given to this question was about the excessive number that beat their bills, but as to whether many had been garnisheed or not, strikers appear to have little knowledge or care.

"One hundred and eighty children were taken from school. On this question strikers generally deliberately lie, undoubtedly from a sense of pride. The time limit given me would not justify my calling on school superintendents, and in many cases they were out of town, it being the summer vacation. The number

given does not include those taken out temporarily because of the removal of their parents to other towns. If this number were counted it would undoubtedly run past the thousand mark.

"The fourth question shows that 1,069 families were forced to break up their homes. All of these can be easily verified. I have no record from Starbuck, a large shop, and the numerous places mentioned previously, which would undoubtedly add at least 50 cases to this number.

"On the fifth proposition 553 strikers were arrested, none of them for crime; there were but 20 cases of fines and all the rest were released.' Each case was for fighting, and the highest fine—that of O. L. Davis at San Jose, Cal.—was undoubtedly unjust."

In this case the charge was that a strike breaker had been beaten up, and the witnesses to that said that Davis, being an unmarried man, took the blame off of the shoulders of a married man who had actually beaten up the strike breaker. The man who did that was a trouble maker and was in the employ of the company only two weeks longer, and we were glad to get rid of him.

"Questions 6 and 7 can not be totalized. They apply to each particular locality and are so given.

"Question 8: One hundred and four children were put to work and 383 wives went to work. This number, I believe, falls ridiculously short of the real number, so far as the labor of wives and children is concerned. I am positive that some of the strikers lied to me, because I talked to the wives of men whom I knew had been at work and these men afterwards denied.

"There were 57 deaths, 4 suicides, 4 insane, 4 murders, and the loss of 10 homes are credited to the strike. The latter case I am sure is also short of the real number."

There is also the statement of a case I would like to read, just extracts from the investigation made at Bakersfield and Mojave.

"During October, 1911, three gunmen made an assault on two pickets, one picket was badly wounded. Shooting up the yards and the town by gunmen was a nightly occurrence for four months.

"During the evening of November 25, 1911, Railroad Policeman Oyster began beating Picket Reinhardt with his club. Reinhardt ran and hid in the rear of the Leader saloon. A small fight occurred on the street during the beating of Reinhardt. Policeman Oyster and four gunmen followed Reinhardt into the saloon, Gunmen Hardwick and Perry carrying guns in their hands. A small crowd followed them in. Perry and Hardwick began using clubs on the crowd indiscriminately. J. S. Coldereau, a striker, was at the bar before the fight began. Perry began shooting at Coldereau, hitting him five times, the last shot being fired into Coldereau's head as he lay dying on the floor, Perry remarking at the time, 'Take that, you s— of a b—'; I guess that will quiet you." Perry was arrested and charged with murder. Citizens of Bakersfield openly charged that Reinhardt, the principal witness, was paid by the S. P. Co. to leave the country. The district attorney, Mr. Irwin, was charged by the strikers of being an 'S. P. man.' and finally juggled the case out of court. Perry's case was called this summer, but was dismissed because Reinhardt, the principal witness could not be located.

"Reinhardt had been charged with resisting an officer. Bail was furnished by the treasurers of the different unions. When the treasurers of these unions saw how flagrant the case was, they demanded the return of the bail money after Reinhardt had left town, and the authorities, afraid to refuse, gave it to them.

"The whole affair is such a shameful travesty on justice that the authorities of California should investigate, and if they are unable to make Kern County comply with law and order, then the United States Government should take a hand."

I will read a part of the record at Mojave:

"About January 25, 1912, Ed Lafevre, a striking car inspector, was shot and killed, supposedly by an Indian mixed breed named Smith. On this occasion five or six gunmen were outside of the Owl saloon, and one shot at Lafevre came out of the door. Several of the guards were arrested, but no real attempt has ever been made to apprehend the murderer. Three of the gunmen who made this assault were given 30, 60, and 90 days, respectively, as being accessories. Smith left Mojave about 11 o'clock that night and is still at large. The guards made criminal assaults at the same time on Ernest Mayne, a companion of Lafevre."

Acting Chairman LENNON. Is that all, Mr. Taylor?

Mr. TAYLOR. The investigation in its entirety, at all the local points, is in this and it will be given to the commission.

(The paper so referred to appears at the end of this subject as "Taylor Exhibit.")

Acting Chairman LENNON. Mr. Taylor, it has been requested to ask you a couple of questions. Who were the witnesses that were paid by the Southern Pacific to leave town?

Mr. TAYLOR. Reinhardt; that is the general charge that was then in the newspapers in Bakersfield, Cal.

Acting Chairman LENNON. Your information is of a general character and not specific and of your own knowledge?

Mr. TAYLOR. As I stated in my statement, it was of a general character. I would like to add, that as to the return of the bail money, that is absolutely illegal; the bail money furnished by the treasurers of the unions was returned to the unions even after Reinhardt had left town.

Acting Chairman LENNON. You will be excused, Mr. Taylor.

TESTIMONY OF MR. J. W. KLINE.

Acting Chairman LENNON. State your name and business, please.

Mr. KLINE. I am president of the International Brotherhood of Blacksmiths and Helpers.

Acting Chairman LENNON. Will you state your experience and the experience of your organization doing business with the Illinois Central Railroad Co. and Harriman lines, if that is also covered by your experience, prior to the strike, as to making agreements with them; and a brief story of the experience of your organization doing business with these railroad companies?

Mr. KLINE. Mr. Chairman, I would like to read into the record a series of conferences and dates that I can not well keep in my mind, which will only take about 10 or 15 minutes.

Acting Chairman LENNON. Very well.

Mr. KLINE. I would like to say that the statement contained in the circular written by Mr. Fuller and quoted by Commissioner O'Connell—that the men were demanding that others would confer with the company hereafter instead of the employees—that in following my statement here you will see that such is not the case. [Reading:]

"A STATEMENT BY J. W. KLINE, GENERAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF BLACKSMITHS AND HELPERS.

"On June 11, 1910, we signed our last agreement with the Illinois Central Railroad. In negotiating that agreement our organization was represented by 19 delegates, and the contract was signed by a subcommittee of 5 with myself. The increase in rates for our organization at that time would possibly average about 1½ per cent. At some points we received 2 cents. At other points 1 and 1½ cents. About a maximum of 400 men involved, would mean about \$6 an hour, and, if working eight or nine hours a day, would amount to \$48 a day advance for the blacksmith department over the Illinois Central system and their allied lines. Some of the other crafts did not fare as well, and some possibly a little better than we did. It cost us \$114 a day in negotiating this contract, for getting the advance of \$50 a day. I am now speaking of the actual conferences and the days with the company officials, and not days put in with our own committees arranging our contract for presentation to the company. Sometimes our committees were sent home for a week, as the case may have been, and at other times the company would meet other committees, and keep one set of committees waiting.

"We concluded that it was a very expensive way of doing business. For some time our men, as well as the other crafts, were dissatisfied with the long-drawn-out conferences, and decided that a joint committee with less committee-men from each craft could accomplish the same purpose in possibly less time, and a great deal less expensive.

"The committees were called together in Memphis in May, 1911, to form a federation, principally for the purpose of economy as well as harmony. This was followed in June of the same year by the Harriman line employees. These federations received the sanction of the general officers of the different organizations involved. I, as a general officer, approved the Illinois Central contract of 1910, and signed it with Mr. Barnum, general superintendent of motive power.

9880 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

"Rule 21 reads as follows:

"The rules and rates as shown herein to become effective June 1, 1910, and remain in force until June 1, 1911, and thereafter, provided that after the first year changes may be agreed upon by either party giving 30 days' notice to the other of changes desired for conference.

"Accepted June 30, 1910.

"M. K. BARNUM,
"General Supt. of Motive Power.
"J. W. KLINE.
"S. J. OSTEN.
"J. L. EDWARDS.
"THOS. YATES.
"EDW. KING.
"CORNELIUS CASEY."

"You will note that after the first year 30 days' notice is to be given by either party desiring changes. Our craft desired to change, and that conference or federation organized, with the sanction of the general executives, elected a committee to notify the company of these changes. In other words, they were the authorized agents of their organizations to notify the company of these changes. I, as a general officer, was not notified by the Illinois Central officials of their dissatisfaction with this procedure until I received a letter from Mr. M. K. Barnum, August 25, 1911, in which he called my attention to that clause in our contract.

"All of the correspondence and statements made at this hearing to my mind is ample evidence that the strengthening of our separate crafts by federation is necessary to cope with a much stronger federation or combination.

"The offensive tactics of the railroad officials preceding a change of policy is usually worked out through their subordinate officials down to local foremen, and as a rule, if the unions are strong, these tactics are in the form of discriminations in the way of changing work on the men, showing personal preferences, breaking into the seniority rights, injecting personalities and in many other ways, which naturally create an unsettled feeling and discontent, breaking up the harmony of the shop, and in many instances making enemies among the men, causing such friction that many times we have what is known as the union men and the company men. After the strength of the union is broken our contracts can be violated without much fear. Shop committees are powerless on account of the division among the men in the shops. This was the policy of the Union Pacific officials in 1902 before they introduced the premium system, which drove their employees out on strike in 1903 and 1904, in which I was involved, and some of the I. C. officials at present are from that system, and had started the same time study that the U. P. started.

"The general officers were thoroughly convinced some months before the present strike on the Illinois Central that the new management was going to introduce a different system of working in their shops. Complaints of a general nature came to my office from different points on the Illinois Central of an unrest among the men, they stating that the management seemed to be taking advantage of them in various ways where they could do so without an open and glaring violation of the contract. Finally, I began to receive letters asking my advice relative to filling out time-study cards, which the officials had insisted on them filling out. As time went by the feeling against this card system became more intense, and I was called upon to take the matter up with the company's officials. These protests came from various points, and one point in particular was Freeport, Ill., where I prevented a walkout by taking the matter up with Mr. Barnum, who stated that he would not insist, and that the men were unduly alarmed. This included, I believe, all the metal crafts.

"A general dissatisfaction and discontent was now prevalent, and the employees had about concluded that the only way to protect what they already had, and to carry on their future negotiations, was to federate the crafts, which was done in Memphis in May, 1911. This same course was pursued on the Harriman lines in June of the same year in Salt Lake City. Immediately after the formation of these federations, the proper railroad officials were duly notified of our action, therefore giving their companies ample time for the proper consideration of the proposed agreements submitted to them by their federated employees. The organization of these federations being authorized by the executive officers of the crafts involved, we considered the 30-day clause was covered, when our authorized representatives notified the management of the change desired. These negotiations were carried on with their employees

until it became evident that the company's officials were not disposed to go along with us in our efforts to bring about harmony in the shop organizations. This includes harmonious relations between the company and our unions, and, finally, the general officers were requested by the committees to assist them. In fact, about the 1st of August there was a condition prevalent on both the Harriman and Illinois Central lines that looked serious. Many complaints of discriminations in various ways were flying thick and fast on the Harriman lines. The various general managers had refused to meet federated committees on these lines, as well as on the Illinois Central, and request came that the general officers confer with Mr. Kruttschnitt, the then general manager of maintenance and operation on the Harriman lines, if possible, for the purpose of adjusting the difficulty. I was in the East at that time with the president of the International Association of Machinists and the president of the International Brotherhood of Roller Makers, and the latter was requested to go to Chicago, where the meeting of the Illinois Central committees were in session, and, if possible, to arrange a meeting with Mr. Kruttschnitt. He failed to meet Mr. Kruttschnitt, but finally met Mr. Scott, one of Mr. Kruttschnitt's assistants, who, by the way, refused to meet anyone except Mr. Franklin. The conference between Mr. Scott and Mr. Franklin brought no results, but rather we were more thoroughly convinced in our own minds that the Illinois Central and Harriman lines were both going to attack our federation."

Commissioner GARRETSON. Was that W. B. Scott?

Mr. KLINE. I think it is; he was assistant to Mr. Kruttschnitt. [Continues reading:]

"I returned to Chicago August 19 and found an extremely serious state of affairs. There seemed to be at this time a series of discriminations in the form of reductions of force and an increase of hours on the Harriman lines, the building of high board fences around the shops, the hiring of extra policemen, the usual procedure before a strike. After a careful survey of all of these conditions, I decided to confer with Mr. Kruttschnitt, if possible, and therefore made arrangements to meet him in his office in Chicago the 24th of August.

"At that meeting with Mr. Kruttschnitt I explained to him the absolute facts regarding the conditions on the Harriman lines and the earnest efforts of the officers of the unions to avoid an open rupture between the company and their employees. I advised that a meeting with the federated committee, either by himself or his representatives would, in my opinion, bring about an amicable adjustment, and what he considered unreasonable wage increase or other unreasonable requests could be settled without much difficulty. He agreed with me that conditions were serious, but he had been instructed by the board of directors to ignore the requests for federated conferences, and that it was impossible for him to ignore the instructions of the directors. After a conference of an hour or an hour and a half he finally agreed to meet the general officers of the unions, but absolutely refused to meet a federated committee of his employees. Neither would he advise any of his subordinates to meet them as federated employees. This seems to be a new departure, as a rule—they would rather meet their own employees.

"Mr. Kruttschnitt left the city the same evening for a trip over the lines west. He agreed to meet the general officers anywhere along the lines or at San Francisco. After that meeting with Mr. Kruttschnitt later in the evening, I concluded that to be safe I would wire Mr. Lovett in New York, chairman of the board of directors. I therefore sent the following telegram:

"Mr. R. S. LOVETT,

"Pres. U. P. & S. P. R. R., 120 Broadway, N. Y.:

"As Mr. Kruttschnitt had left for the West, thereby making it impossible to meet him, and as the conditions are extremely serious in the mechanical department and men on the verge of a strike on Harriman lines, which we are trying to avoid, I therefore request that you meet the international officers of the crafts involved in an effort to bring about an amicable adjustment of the trouble. Please wire.

"J. W. KLINE,

"International President, 585 Monon Bldg., Chicago, Ill."

"The following day I received this reply:

"J. W. KLINE,

"585 Monon Bldg., Chicago, Ill.:

"Replying to your message received to-day: The position of our companies, as stated by the general managers and Mr. Kruttschnitt, was taken after con-

ference with and approval by me, hence no reason for me to interfere. Moreover, Mr. Kruttschnitt wired me yesterday the substance of his interview with you, and as you understood then, he is on the lines and is conveniently accessible to any one in the West who desire to see him.

" 'R. S. LOVETT.

" '1.55 p. m.'

" 'I then wired Mr. Kruttschnitt as follows:

" 'JULIUS KRUTTSCHNITT,

" 'Vice President, General Manager Maintenance and Operation,
" 'Union Pacific and Southern Pacific.

" 'You stated to me that you were willing to meet the general officers in West. Will you please state time and place for that meeting.

" 'J. W. KLINE.'

" 'Received the following reply:

" 'J. W. KLINE,

" 'Chicago, Ill.:

" 'I expect to be in San Francisco until end or next week and can see you there at any time before Saturday, September 2.

" 'J. KRUTTSCHNITT.'

" 'I then wired the international officers of the machinists, boiler makers, carmen, and sheet metal workers that if agreeable we could meet Mr. Kruttschnitt in San Francisco on or before September 2. This was acceptable, and we arranged immediately and proceeded to that city. From Omaha I wired Mr. Kruttschnitt that we would meet him the following Thursday or Friday. We arrived in San Francisco on Wednesday, the 30th. On Thursday, the 31st, we met with our committees and arranged a date to meet Mr. Kruttschnitt on Friday, September 1. We met Mr. Kruttschnitt, Mr. Calvin, Mr. Small, Mr. Clancy, Mr. Scott, and Mr. Athearn. Representing our organizations were President Ryan, of the carmen, President Franklin, of the boiler makers, Vice President Buckalew, of the machinists, and myself. The conference lasted about two hours and a half, and everything was discussed that had any bearing on the case. It was apparent from the line of argument that Mr. Kruttschnitt had not changed his original position, and contended that the different systems of railroads were under different stockholders, and a federation of all systems would be an utter impossibility. His main objection was that it would place too much power in the hands of the federation, but was willing to treat each craft separately. We argued that it was not the policy of our federation to gather power enough to protect our various crafts, the same power would be applied to discipline our own organizations when it became necessary, and also maintain a harmonious shop organization. Mr. Kruttschnitt further stated that he was willing to continue his relations with the individual shop crafts and deal with them separately on the various lines of the system, basing a strong argument on the fact, that he could handle one craft at a time, but he could not handle them together. I lay special emphasis on the word 'handle.'

" 'During our conference and after Judge Clancy examined our federated constitution, Mr. Kruttschnitt made the statement that we were a combination and were in his office in violation of the law, intimating that a possible prosecution was in store for us for violating the Sherman Act. He denied that the railroad managers were federated, and stated that two managers were almost afraid to get together on the street lest they might be accused of being a combination.

" 'In the general discussion we naturally spoke of a possible strike with all of the hardships and suffering that goes with these industrial disturbances, and we appealed to Mr. Kruttschnitt to avoid this by meeting a federated committee of his own employees. We thought that possibly the appeal would reach the tender spot, but we were doomed to disappointment. Our conferences came to an end. However, before separating, we wanted to be further convinced as to the attitude of Mr. Kruttschnitt, and asked him a question in about the following manner: 'Mr. Kruttschnitt, we have discussed this matter of federation quite thoroughly. There seems to be but one obstacle in the way of our getting together, namely, federation. We have discussed the sufferings that would naturally accompany a strike. Do you still maintain your position that you will allow this to come about rather than meet a federated committee of your own employees?' His answer was 'I do. I have been advised of what the

consequences will be.' This astounding statement was the most cold-blooded I ever heard.

"We made our report to the federation of the Harriman lines that was then in session, and we decided to call the general chairmen of all points on the line, numbering about 40, and place the matter before them. I was advised to get Mr. Kruttschnitt, and request transportation for the general chairmen to San Francisco. Mr. Kruttschnitt referred me to Mr. Calvin, general manager, and Mr. Scott, secretary of the federation, and myself, met with Calvin and arranged for these general chairmen to apply for transportation at their various home office. The transportation being granted in most cases, I believe, if not all, they all came to San Francisco on September 9.

"We placed the matter before them and discussed the strike situation from every angle, and by a unanimous vote they said they could not, and would not, stand for any further discriminations and humiliations from the subordinate officials of the company, and that they were representing the sentiment of the men who had previously voted to stand for federation.

"On September 11 the general officers left San Francisco by way of Los Angeles and separated and went various routes home. On September 25, with the other general officers, President Franklin of the boilermakers, Ryan of the carmen, and myself attended the convention of machinists in Davenport and laid the matter before that body. The result was that the machinists' convention decided to strike the Illinois Central and Harriman lines with the other crafts. We then sent the following telegram to Mr. Kruttschnitt, who was then in New York:

"DAVENPORT, IOWA, September 28, 1911.

"JULIUS KRUTTSCHNITT,

"Vice Pres. U. P. Ry. Co., 120 Broadway, New York City:

"We are officially instructed by our organizations to request you to agree to meet the representatives of the shop federations, or to notify you that we have no other alternative but to give our approval and permission to the men on the lines you represent to quit work. We will expect an answer so that we can arrange to meet you by noon Thursday next at Chicago for the purpose of making the necessary arrangements as above indicated. Send reply to Jas. O'Connell, Davenport Hotel.

"J. W. KLINE.

"M. F. RYAN.

"J. A. FRANKLIN.

"M. O'SULLIVAN.

"JAS. O'CONNELL."

"On the 27th received the following:

"JAMES O'CONNELL AND OTHERS,

"Davenport Hotel, Davenport, Iowa.

"Replying to your telegram of September 26, my presence here, of course, makes it impossible for me to meet you in Chicago Thursday noon.

"If the essentials of admittedly fair and considerate treatment, the payment of the highest wages of any road in the territory served by our lines, and the guaranty of hospital and generous pension benefits have not been sufficient to deter our shopmen from terminating agreements insuring these conditions made from time to time in conference with their labor unions and from spending four or five months in devising new issues and means to destroy existing harmonious relations, and moreover, are not sufficient to induce them to remain in our employ, and to make them realize their duty to the public, I do not see that we can do anything more to convince them that they have no good reason to stop work or to prevent you giving your approval and permission to them to leave our service.

"JULIUS KRUTTSCHNITT."

"Both positions being well defined, and the ultimatum issued, nothing was left for us to do but to call the strike, as per instructions of the rank and file.

"The statement that it was an illegal strike is absurd. The statement that the men did not know what they were doing and that they were not expecting a strike is ridiculous. The intense feeling among the men in regard to discriminations, and a clamor to have it remedied or strike, refutes the company's statement. The walkout at Memphis before the strike was called corroborates the statement that I am now making.

"The large percentage of the strike vote on the Illinois Central is evidence that they well knew what was going on, for negotiations had continued about three months at that time, and the further fact that they knew what they were doing is that in February, 1913, the general committee of the Illinois Central in St. Louis, unanimously rejected Mr. Park's proposition of a settlement.

"The American workingmen reserve the right to form any kind of an organization for their own protection, as long as it does not antagonize the law of our land or interfere with the legitimate business of another. This right has been recognized by the highest authorities.

"The employer may think we make mistakes sometimes in forming these organizations, and that may be true, but we have always shown a disposition, and in fact in this case an earnest effort was made to discuss our form of organization with the employer from our side of the table. Our efforts were unavailing, as the records show. The antagonism of the officials of the Illinois Central and Harriman lines was such that we were deprived of that privilege, and to our way of thinking the responsibility for this strike was thrown upon the shoulders of the railroad officials. Had that autocratic spirit that was so publicly displayed in purchased paid advertisements in the daily press been substituted by the American spirit of honest purpose and a square deal this strike would have been avoided."

I want to say, Mr. Chairman, that the letter that Mr. Barnum sent me on August 25, after the correspondence had been going on for about three months and the question of the 30-day clause had not been raised, it was surprising to me to have it raised at that late date.

I want further to say that there was reference made this afternoon in regard to the conference with Mr. Harriman, the predecessor of Judge Lovett as president of the Union Pacific and Southern Pacific. The former strike on the Union Pacific in 1903 and 1904 was settled as has been stated here. I was one that was selected with my predecessor to meet Mr. Harriman in his office in New York, and he made the statement at that time to us that the matter of collective bargaining was to be the form of doing business in the future, and that so far as he was concerned he never expected to have any more labor troubles on his railroad; and I often felt that it was a sad day for organized labor that Mr. Harriman died, for I believe if he had lived we would not have had this trouble.

Acting Chairman LENNON. Have you something more there that you desire to submit in advance?

Mr. KLINE. No, sir. I have some more data here that possibly later I may offer.

Acting Chairman LENNON. After the strike was called what, if any, efforts were made by the organizations involved or by their friends or by the Government to try to bring about conferences and attempts of settlement, if any such attempts were made at all?

Mr. KLINE. In January we appealed to President Gompers to intercede with Hon. Seth Low, chairman of the National Civic Federation of New York, and, if possible, to use his good offices with Judge Lovett and try to bring about a settlement of the strike. We were notified later that Mr. Low was unable to do anything with Mr. Lovett.

Then, on January 31, the general officers received a wire from Gov. Brewer of the State of Mississippi, asking us to meet him at his mansion on February 5, at 7.30 p. m. The general officers went to Jackson, Miss., and met the governor, and to this day we are at a loss to know just why we were there. The governor wanted the strike settled. If it could not be settled on the whole line of the road, he would like it settled in Mississippi; and if he could not get the strike settled in Mississippi he, at least, wanted the State militia removed from McComb City and Water Valley. He seemed to be between the devil and the sea. If he removed the militia he would offend the Illinois Central, and if he did not remove them he would offend the citizens of McComb. And he asked us to advise him to remove them. We, of course, could not do so and did not do so. Did not care to do so. It was not our business.

In our conferences with him he stated that he attended a meeting of the board of directors in New York City. I do not know who the directors were, or what road they represented, but he made a statement that the president or Chairman Yoakum of the Frisco Lines—he made the statement in that meeting

and advised the other directors to fight a federation of railroad employees. Since that time we have organized a federation on the Frisco Lines.

On February 7 there was a gentleman came from New Orleans to Jackson and invited us to New Orleans to meet members of the cotton exchange. We went there and we laid our strike matter before them, and they, after hearing our case, wired to President Markham, of the Illinois Central, at Chicago and he came to New Orleans later. Also Mr. Kruttschnitt and Mr. Lovett, I understand, were there.

This conference, according to the chairman of the cotton exchange, was also without results. He so reported to us, in Mr. Markham's statement the other day before this body, that he had advised the president of the cotton exchange that it would be unwise to accede to the demands of the men and that the president of the exchange had agreed with him was not born out by the statement the president made to us. He was very sympathetic and assured us that we had a just grievance and hoped the strike would be settled.

On February 13, 1912, we met the Business Men's Association of Memphis.

Some one of the strikers invited us to stop off and he would get the business men's association together so that we could lay the matter before them; this was done and they were also sympathetic. However, they told us they did not see that they could do anything at that time.

Acting Chairman LENNON. Did you have any consultation with Prof. Neill, of the Labor Department? Was any effort made through that department to adjudicate the trouble?

Mr. KLINE. Yes, sir. I have not the data, Mr. Chairman, but an effort was made through the department and Mr. Neill used his good offices also the second time and failed.

Acting Chairman LENNON. Were you here when Mr. Wharton submitted his statement regarding the growth and development of the federation and the causes leading to it?

Mr. KLINE. Yes, sir.

Acting Chairman LENNON. Has his statement regarding that your approval?

Mr. KLINE. Yes, sir.

Acting Chairman LENNON. Any other statement you desire to submit, Mr. Kline?

Mr. KLINE. Mr. Bell, the general superintendent of motive power, was unable to give the rate of wages of the blacksmiths. If you desire, I will submit that.

Acting Chairman LENNON. All right. It does not cover that whole book, does it?

Mr. KLINE. Oh, no. But we have our matter bound each year and we print these contracts. Mr. Bell stated that the rate of the blacksmiths ran from 36 to 42 cents, I think. The rates run from 30 cents and some as low as 23½ up to 47½.

Acting Chairman LENNON. Is that the 1910 agreement?

Mr. KLINE. The 1910, the last agreement. There is only one man on the Illinois Central getting 47½; very few 44; a few 42½ and 40 and 39. And at the time of the strike I think 39 cents was the prevailing or going or hiring rate as they term it. The helpers run as low as 17½ cents; at the Burnside shops here in Chicago there are hammer boys that get as low as 13 and 10½ cents an hour, and in Louisiana, on the Illinois Central, where they were getting 39, across there in the same State, on the Texas Pacific they are getting 42, 3 cents an hour more.

Of course these low rates obtain at various points on the Illinois Central. I did not go over all of them, but the lowest and the highest ones.

Acting Chairman LENNON. Is that all you care to submit, Mr. Kline?

Mr. KLINE. I believe so.

(See supplemental statement of Mr. Kline at end of this subject.)

Acting Chairman LENNON. At this point the commission will stand adjourned until to-morrow morning at 10 o'clock. Mr. Fuller will probably be the first witness called.

(At 4.30 in the afternoon of this Friday, April 9, 1915, an adjournment was taken until Saturday, April 10, 1915, at 10 o'clock a. m.)

CHICAGO, ILL., Saturday, April 10, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Aishton, O'Connell, Ballard, and Garretson.

Chairman WALSH. The commission will please come to order.

Mr. Kruttschnitt.

TESTIMONY OF MR. JULIUS KRUTTSCHNITT.

Chairman WALSH. Will you please state your name?

Mr. KRUTTSCHNITT. Julius Kruttschnitt.

Chairman WALSH. And your residence?

Mr. KRUTTSCHNITT. New York.

Chairman WALSH. The particular address in New York?

Mr. KRUTTSCHNITT. 165 Broadway.

Chairman WALSH. Your occupation, please?

Mr. KRUTTSCHNITT. I am at present chairman of the executive board of the Southern Pacific Co.

Chairman WALSH. Will you please state your experience as a railroad official, the positions you have held?

Mr. KRUTTSCHNITT. I started in 1878 as engineer in charge of construction of the Morgan, Louisiana & Texas Railroad in Louisiana; I occupied that position for three years, when I was made general road master; two years after that I was made division superintendent. In 1885 I was appointed assistant general manager of what was then known as the Atlantic system of the Southern Pacific Co. In 1889 I was appointed general manager. In 1895 I was appointed general manager of the Southern Pacific Co., both Atlantic and Pacific systems, and also after that elected fourth vice president of the company. In 1904 I was appointed director of maintenance and operation of the Union and Southern Pacific systems, with headquarters at Chicago. In 1913 I was elected to my present position.

Chairman WALSH. What was your position with the Harriman lines during the time of the shop strike which began September 30, 1911?

Mr. KRUTTSCHNITT. I was director of maintenance and operation; I had charge of the operation of the roads, maintenance and construction.

Chairman WALSH. Will you please state your experience prior to that time in dealing with what are known as the shop crafts?

Mr. KRUTTSCHNITT. Prior to September 30, 1911?

Chairman WALSH. Yes, sir; prior to the strike.

Mr. KRUTTSCHNITT. Both the Southern and Union Pacific had contracts with numbers of the shop crafts, I think four or five. It was the custom to meet the men whenever they desired to take up questions and discuss them. Up to that time everything had been harmoniously settled, and we had gotten along without any particular friction or trouble. We rather prided ourselves on our record, and up to as late as immediately preceding this strike our men told us that they had been properly treated and they had nothing to complain about.

Chairman WALSH. I have some detailed questions that I desire to ask you, Mr. Kruttschnitt, quite a number that have been submitted by what might be called the other side of the controversy, and the commission thought perhaps you might like to make a statement in a sense covering any observation you have to make upon the general subject of the inquiry, with which I believe, you are reasonably familiar—that is, with the scope of our inquiry.

Mr. KRUTTSCHNITT. You mean generally covering my connection with the strike?

Chairman WALSH. Covering your connection and your ideas with respect to it and the reason for that position which the company has taken and such matters as that; it may save asking some questions.

Mr. KRUTTSCHNITT. Well, as stated, we had gotten along pleasantly with our men until a month or two preceding this strike. About May, 1911, we were informed that a meeting had been held at Salt Lake, at which different shop crafts had decided to federate and present their demands in a body. I think in June, or perhaps in July, the conclusions that this federation meeting had reached and the demands they proposed to make were presented to the different companies, the Union Pacific, the Southern Pacific, and the Short Line & Navigation Co. In the months of July and August requests were made by the men to jointly meet the motive power officers, superintendents, general superintendents, and other officers of the company. To this request the reply was made that we had contracts with the different crafts and that if they were

found objectionable or any changes were to be discussed the company would be glad, through its officers, to meet the men of each craft separately, but they did not care to make any changes in the methods of discussing or handling the questions. The men were not satisfied with those answers, and they waited on the general managers and received the same replies; that is, that the company was ready at that time, and in the future, as they had been in the past, to meet the men freely to discuss differences, and expressed the hope that whatever differences existed at that time could be amicably settled as they always had been before.

These answers were not satisfactory to the men, and some time in August, I think probably between the 15th and the 25th, Mr. Franklin, of the boiler makers, wrote asking me for a meeting on a certain date in Chicago. I replied that I would not be in Chicago on that date, but that my assistant, Mr. W. B. Scott, would meet him, which he did. At that meeting Mr. Franklin urged the company, through Mr. Scott, to change its views and to adopt the federation plan of settling these matters. Mr. Kline came to see me on the same subject—I think between the 20th and the 25th of August—making the same plea. Mr. Kline represented that the men were in a very excited condition, that they were threatening trouble and he came to me, as Mr. Franklin did, to devise ways and means to avert this trouble. I explained to him that our record with our men was a matter of pride with us, and that we were extremely indisposed to have any trouble; but if the men had met and drawn up a set of demands on the company, which they proposed to have granted whether or not, that, as a condition precedent to the discussion of any matters of difference between the company and the men, that the company should accede to this question of federation and have all crafts to discuss and settle matters connected with only one—that if the men had made up their minds to that and that we must have trouble, I did not see how we could avert it; that we had nothing to do with bringing it on and, apparently the first people to take steps to avoid trouble would be the people that had laid the foundation for it. Mr. Kline did some arguing and tried to convince me it was for the benefit of the companies to adopt this change of plan. I replied that if his plan was acceded to and the company, before discussing any questions of working conditions or wages, should deliver itself practically bound hand and foot into the power of Mr. Kline and his associates, that then it would be too late to discuss any questions of wages and conditions; that the federation would have it in its power to impose any conditions it saw fit, not necessarily the conditions that were set forth in this printed circular served on us, but any conditions they saw fit to impose; that the company by agreeing to a condition precedent would deprive itself of any power to resist. I told him, also, that they should recognize that it took two people to make a bargain and apparently this arrangement had been made without any consultation with the company, and that if the company acceded to this plan of settling troubles it would forever thereafter be deprived of any power to resist any demands, no matter how unreasonable.

In that interview Mr. Kline asked me, or stated that he and his associates had not been able to get any hearing from any officer of the company. I told him I was glad he had come to me, that I had never yet refused to meet anybody, and that I would meet him or his associates or anybody he had with him. That led to a meeting with Mr. Kline, and, as I remember it, Mr. Franklin, Mr. Buckalew, Mr. Ryan, and one other whose name I do not remember now, in San Francisco.

The matter of this federation method of settlement was fully discussed, the company being represented by Mr. Calvin, who was then general manager; Mr. Scott, assistant general manager; Mr. Small, superintendent of motive power, and two other gentlemen, Mr. Clancey, an attorney, and Mr. Athearn, who had charge of the comfort and rest rooms of the employees. In that meeting pretty much the same ground was gone over as was gone over in the Chicago meeting with Mr. Kline, and it was explained to him and his associates at that time still more fully how utterly helpless the company would be in the future if it acceded to their demands to treat with the crafts as a federated whole.

It was pointed out that a very slight disagreement perhaps with a tinsmith or a blacksmith in New Orleans might put the entire line from New Orleans to Portland and from Omaha to San Francisco out of commission. Mr. Kline and his associates assured me that it was not their desire to do anything of that sort, and that they did not intend to do it. To that we replied that if they

once had the power nobody could say what they would do; that the company would no longer be a party to these negotiations with any power, but would be utterly helpless. They were insistent on their method of dealing. I think the conference lasted two and a half or three hours, perhaps. We touched on some of the objectionable features of the paper that had been handed to us, such as the demand that the company should, within 30 days, require all of its men to join the federation whether they wished to or not; that the dismissal of men from the company's shops should be entirely in the hands of the federated committee; that the appointment of foremen should be largely in their control; that the number of apprentices should be dictated by them; and that no questions were to be asked a man either as to his physical condition or as to his previous employment—rights that every individual in the country has, though they were to be denied to the company. As a result of this meeting we were given plainly to understand by Mr. Kline asking a question couched in some such language as this: Whether we understood what a continued refusal to accede to this plan meant? I told him I thought I did. I understood from the beginning and I believed all through the negotiations that this plan had been arranged by the men to force the issue; we were told by our older men that they were not in sympathy with the plan, that the plan had been arranged by the younger men, the hotheads that wanted to make this change, and that they were not in sympathy with it, but, of course, if called out, they would have to go. So I never was deceived for a moment as to what the men intended to do. I firmly believed they intended to strike if we did not give them what they wanted. And the matter was placed clearly before our board of directors, both of the Southern Pacific and of the Union Pacific systems. It was explained to them what would happen if a refusal was given to these demands; and they concluded, as trustees of property representing some thirty-five or forty thousand owners, and perhaps some two or three hundred thousand people in the United States, and after considering their obligations to the public to manage their properties and to run them so as to give proper service, that it was impracticable—indeed, impossible—to accede to these demands. Mr. Kline and his associates left the meeting and said that they intended to get delegates from all over the system to meet, I think, at San Francisco, to discuss this matter; and they asked for transportation, which was given them.

This meeting was held, I suppose, some time about the middle of September—perhaps between the 10th and the 20th. We were told that the men had voted for a strike. The next I heard of the matter was through a telegram sent to me by Mr. O'Connell and Mr. Franklin, Mr. Kline and Mr. Ryan, and a fifth gentleman, whose name I do not happen to remember now, from Davenport, Iowa, presenting an ultimatum that the company would either have to consent to this federation plan and deal with the federated committee, or they would strike. To that I replied that we had done everything possible and everything that could be expected of us. That if fair treatment of the men and looking out for them in their old age with pensions, and for their care when they were sick, would not affect or appeal to them, of course we could not dictate what view they should take of this matter, and we could not control their judgment, and that they could do what they saw fit; and a strike followed, I think, on the 30th of September or the 1st of October.

It always seemed to me through these negotiations that the trouble arose from a misconception or rather from a total disregard of the rights of the employer. The men got together and decided what they wanted and what they proposed to demand, what they proposed to exact to the extent of their power from the employer. That was briefly—they appeared to think that the employer's work belonged to them; that they could dictate terms without consulting the rights or the wishes of the employer as to how this work should be conducted, and what men should be chosen to do the work for the carriers, how the forces should be decreased when they had to be decreased; that they would be the judges of that, and not the carriers; that they denied to the carrier the right accorded to everyone to select the people or the employees to do his work. I don't suppose one of them would have considered for a moment hampering his wife in the choice of a cook and requiring that she should retain a cook that did not suit her, did not do her work properly, or was distasteful to her, or not useful to her; yet this right was denied to the company in their paper.

After the strike was started the usual tactics followed of attacks upon the men who were engaged to take the places of the men who had abandoned their jobs, and there was a great deal of violence at a great many points, and

that violence culminated in murder and assassination at one point in Texas in which three men were shot from ambush. The number of men arrested and punished for these attacks was very great. I have not prepared a statement of them. I do not know that a statement is particularly necessary or is particularly desired. If it is, of course, it can be furnished.

Chairman WALSH. I would like to ask—pardon me.

Mr. KRUTTSCHNITT. I deplored this trouble. I started in a department of the company where I had to do very hard physical labor for a number of years. I was in close touch with the workmen of all kinds, where I knew the men and where I could call them "Bill" or "Tom." I was sympathetic. And I had up to 1911—for 33 years—gotten along pleasantly with my fellow workmen. But the unreasonableness of these demands, and the insistence that before considering any question of wages, of service, or anything affecting the relations of the men with the company, excepting only this question of federating, and of all taking up a question for settlement instead of one craft, had led to this serious difficulty.

Chairman WALSH. What official position did you hold in 1902 and 1903?

Mr. KRUTTSCHNITT. I was general manager of the Southern Pacific Co., assistant to the president and fourth vice president.

Chairman WALSH. I want to go—in view of some of the testimony that has been submitted—into a little history prior to this time. What position did the late E. H. Harriman hold at that time—1902 and 1903?

Mr. KRUTTSCHNITT. He was president of the Southern Pacific Co. and chairman of the executive committee.

Chairman WALSH. Now, there was a strike on the Union Pacific, I believe, in 1902 and 1903?

Mr. KRUTTSCHNITT. I think that is the correct date. There was a strike about that time.

Chairman WALSH. It has been stated that the cause of that strike was the effort on the part of the officials of the company to introduce what is called the piecework system. Was that correctly stated?

Mr. KRUTTSCHNITT. I think that is correct. That was the cause of the strike.

Chairman WALSH. And I believe there was what they call a sympathetic strike growing out of the claim that the Southern Pacific had assisted the Union Pacific by supplying engines during the strike?

Mr. KRUTTSCHNITT. There was no sympathetic strike on the Southern Pacific. That claim was made, but it was without foundation.

Chairman WALSH. Oh, I do not understand. That is, that there was no sympathetic strike without foundation, or that the engines were not loaned—is without foundation?

Mr. KRUTTSCHNITT. Both. I do not recall any sympathetic strike. There were threats of a sympathetic strike based on the claim that locomotives were furnished, but I know that the locomotives were not furnished, and my recollection is that no sympathetic strike occurred. It was simply threatened.

Chairman WALSH. It has been stated that a sympathetic strike was voted on the Southern Pacific at that time. Whether it came to a head or not, I have not in mind. Was there a strike voted on the Southern Pacific at that time, to your knowledge?

Mr. KRUTTSCHNITT. I don't remember.

Chairman WALSH. Are you aware of the fact, if it be a fact, after the sympathetic strike was voted on the Southern Pacific, that Mr. Harriman appealed to the international presidents of the several crafts to meet him in New York and confer with him for the purpose of settling the difficulties in the whole matter?

Mr. KRUTTSCHNITT. I do not know. Mind you, I had nothing to do with the Union Pacific at that time.

Chairman WALSH. I understand. Do you recall, as a matter of history, that the federated body representing all the shop crafts of the Union Pacific and Harriman lines did meet with Mr. Harriman in New York at that time?

Mr. KRUTTSCHNITT. I think a number of men from the Southern Pacific, by number I would say perhaps three or four, did apply for transportation to go east to meet Mr. Harriman. I think that is correct. And transportation was given to them.

Chairman WALSH. Are you familiar with the fact, if it be a fact, that Mr. Harriman sent a telegram to the grand lodge officers of the various crafts in which he stated in substance that rather than be responsible for the breaking

up of homes, the suffering and poverty of men, women, and children, that the strike on the Union Pacific would mean if it continued, and the strike on the Southern Pacific would mean if inaugurated, that he would meet a federated body around the council table and confer with them to the end that they might be reinstated in their employment?

Mr. KRUTTSCHNITT. There was no strike on the Southern Pacific.

Chairman WALSH. Well, assuming that a strike was voted, or not assuming, are you aware of any such telegram being sent?

Mr. KRUTTSCHNITT. No, I am not.

Chairman WALSH. Are you aware of the fact, if it be a fact, that the grand lodge officers representing the shop crafts answered this telegram, saying that they would meet, and that they did meet in conference, and as a result of the conference a satisfactory settlement of both the Union Pacific strike, which was in effect, and the Southern Pacific strike, which had been declared by a vote, was settled and the men returned to work?

Mr. KRUTTSCHNITT. I know nothing of the telegram you refer to. I had nothing to do with the Union Pacific at that time. I had nothing to do with this settlement further than to answer some questions Mr. Harriman asked whether it was true or not that the Southern Pacific supplied locomotives to the Union Pacific. To that I replied in the negative—that there was no foundation for the claim at all. And the only further information I had was the request of some men from the Southern Pacific asking for transportation to go east to meet Mr. Harriman in conference.

Chairman WALSH. When did Mr. Harriman himself assume the presidency of the Union Pacific Railway Co.?

Mr. KRUTTSCHNITT. I do not know; approximately 1898, I think.

Chairman WALSH. Do you know the reason, Mr. Kruttschnitt, first-hand, or by hearsay, why the late Mr. Burt was removed from the presidency of the Union Pacific, if he was removed?

Mr. KRUTTSCHNITT. No, I do not.

Chairman WALSH. Had that anything to do with the difficulty that had arisen between him and the employees of the company prior to his removal?

Mr. KRUTTSCHNITT. That I do not know.

Chairman WALSH. At this conference that you had September 1, 1911, was the matter of a strike, the possible consequences, gone into in any greater detail than you have mentioned here, Mr. Kruttschnitt? As I recall your statement, it was that Mr. Kline and others stated simply that you knew what the consequences would be if a conference was not had. Was it gone into any more fully in detail; that is, as to the location of so many men in particular places and so many cities in which the men had acquired homes, that had family roots and the like, which would be torn up in case a disturbance occurred?

Mr. KRUTTSCHNITT. I don't think so. In what I have said before I have repeated as exactly as I can remember after a lapse of four years just what happened. There had been numerous talks between some of our older men and the officers of the company, deploring the possibility of a strike and breaking up of long-standing pleasant relations, but there was no particular detail gone into at this conference with Mr. Kline and his associates.

Chairman WALSH. Do you regard the attitude of your company and of yourself in 1911 as being in harmony with the attitude of the late Mr. Harriman in 1902 and 1903?

Mr. KRUTTSCHNITT. I was very closely associated with Mr. Harriman from 1902 until his death in 1909. That would be seven years. And I do not remember that I ever had any disagreement with Mr. Harriman about my attitude toward labor or my treatment of labor. He knew thoroughly well what my record was on the Southern Pacific; he knew thoroughly well before he got control of it, and he knew from personal observation what my record had been and what policy I was pursuing from 1902 to the time of his death, and he never criticized or reversed anything that I had done. I think I understood his mental attitude thoroughly, and I am justified in believing that my acts harmonized with his ideas, because, as I say, he never criticized them. And Mr. Harriman was not at all backward about criticizing when he did not like anything.

Chairman WALSH. When Mr. Kline and these other gentlemen called upon you, did you suggest to them that their action in calling upon you as representing a federation—that this was in violation of the Sherman Act, and that they might be prosecuted for coming to see you in that situation in that capacity?

Mr. KRUTTSCHNITT. I did make that remark jocularly. I believed it true at the time, and I believe it true to-day. I think if we had done anything one-half

as repugnant to the Sherman Act as that we would have been indicted very promptly.

Chairman WALSH. It is a fact that a very short while ago a federated committee representing the employees in the transportation department of your roads was denied a conference by the vice president and general manager of the Atlantic system of the Southern Pacific, and that upon your specific order he was directed to recede from his stand and to hold a conference with the committee?

Mr. KRUTTSCHNITT. I think you are alluding to a trouble with the engineers—

Chairman WALSH. I really do not know what it is. This is one of the questions that has been submitted.

Mr. KRUTTSCHNITT. There was a difference between the engineers and firemen on the Atlantic system of the company. It was really a case where the innocent outsider is the sufferer. There was a dispute between the engineers and the firemen in which the company was in nowise interested. The company announced that it was perfectly willing to accept either the engineers' or the firemen's contention if they would only agree amongst themselves. But they insisted on bringing the company into this matter and a strike followed. Public sentiment that was familiar with the conditions, and public sentiment after all is the power that finally settles these contentions, was strongly opposed to this strike. They appealed to the President. Troubles were imminent on the Mexican border and I was appealed to by the head of the mediation board, Judge Chambers, who represented that the President appealed to the company's sense of patriotism to yield a point in order to settle with the men on a plan outlined by Judge Chambers and relieve the Government from embarrassment that might occur in connection with the movement of troops and supplies to the Mexican border. As an American citizen I—

Chairman WALSH (interrupting). Commissioner Garretson suggests that perhaps you have the two occurrences confused in your mind. If you have no objection, Commissioner Garretson will interpolate a question here.

Commissioner GARRETSON. Are you not confusing two occurrences, Mr. Kruttschnitt? You are referring to the jurisdictional strike between the firemen and engineers which occurred some five or six years ago—

Mr. KRUTTSCHNITT. No.

Commissioner GARRETSON (continuing). While the question is—

Mr. KRUTTSCHNITT (interrupting). No; I am not confusing it with that.

Commissioner GARRETSON. The last occurrences referred to four organizations, didn't it, of men in the train and engine service?

Mr. KRUTTSCHNITT. The chairman said he did not know what was referred to. I am putting on my explanation, and if it does not fit it will only result in the consumption of a little time and patience of the commission; but I am not mistaken as to the time, for I remember distinctly being called up by Mr. Chambers over the long-distance phone at my home in New Canaan, Conn., and having the situation explained; I could not be mistaken about the date because I have lived there only two years.

Chairman WALSH. Were there only two crafts involved?

Mr. KRUTTSCHNITT. Yes.

Chairman WALSH. Two?

Mr. KRUTTSCHNITT. Yes. To finish my story on this appeal from the President of the United States, we said at once that any view we might have about this matter would be abandoned and we would conform to the President's wishes, and we did so. That was the matter, and it happened certainly not more than two and one-half years ago, because I remember it occurred when I was living in Connecticut, and I have not lived there over two and one-half years.

Chairman WALSH. Is there any difference in principle in dealing with the federation of employees in the transportation department and when you are dealing with the shop crafts?

Mr. KRUTTSCHNITT. A very great difference.

Chairman WALSH. State as briefly as possible what that difference is.

Mr. KRUTTSCHNITT. I have already stated, and won't repeat it unless you wish—I have already repeated what the views of the shop crafts' federation was as to their jurisdiction over shop practices. You do not want me to repeat that, do you?

Chairman WALSH. No.

Mr. KRUTTSCHNITT. In dealing with the trainmen, engineers, and firemen, they have never presumed to call on us to require every man to join their organizations. They have relied on the good judgment and the good sense of the men to join or not, as they saw fit; if they do not join, they take the view that it is the men's loss, and if they do join, they are glad to take them in. They have never undertaken to say whom we should retain in the service; they have never undertaken to say whom we should employ as trainmasters or assistant superintendents. They are all in one branch of service; first, the engineers and firemen—naturally, their duties overlap. A fireman is an engineer in embryo. When he is promoted he has two organizations he can join—either the firemen's organization, which takes in engineers also, or the Brotherhood of Locomotive Engineers. The brakeman is a conductor in embryo; therefore when you speak of four organizations there are only two, because, as I say, they overlap. And all four organizations—if you choose to call them four—are engaged in one division of the service, and that is in running trains; and the great difference has been, in our experience, that these men do not claim that absolute control over their employers' business that the shop federation claims to hold, and to enforce with the strike.

Chairman WALSH. Is it within your knowledge that the late E. H. Harriman ever advised the men working on the so-called Harriman lines to get together and federate and treat with the officials by a federated committee of the Harriman lines; and did the late E. H. Harriman ever say that such a method of bargaining would save time and expense to the company and to the men and would go a long way toward preventing labor disturbances?

Mr. KRUTTSCHNITT. I have said I was intimately associated with Mr. Harriman from 1902 to 1909 as his immediate assistant; from the time he bought control of the Southern Pacific in 1902 to 1904 I was his assistant on the Pacific coast. The negotiations with the men in 1911 lasted, in one way or another, from, you might say, the month of June until the time of the declaration of the strike, and never once, either from Mr. Harriman in his lifetime or from any of these men, have I ever heard any allusion to any such agreement or expression of opinion on the part of Mr. Harriman. This is the first time I have ever heard it.

Chairman WALSH. Do you know whether or not Mr. Harriman stated this to be his policy in October, 1903, in the city of New York, when conferring with Mr. James O'Connell, M. J. Ford, Hugh Doran, S. H. Grace, T. F. Tomlinson, and George W. Smith, representatives of the Union Pacific machinists?

Mr. KRUTTSCHNITT. I do not; but I would think it passing strange if Mr. Harriman, after 1904, on giving me control for him over all these matters for both Union and Southern Pacific systems, should fail to acquaint me with his desires in that direction, and, as I repeated, he never did, and I have never heard of these telegrams or expressions of his views until you read them.

Chairman WALSH. Did you ever hear, prior to September 30, 1911, that the seniority rights of the men on the Pacific system were violated, and that complaints were made to your subordinate, and that these complaints were not redressed, and that as a consequence general dissatisfaction was created among your employees?

Mr. KRUTTSCHNITT. I do not know that; but I do know that Mr. Franklin, when he waited on Mr. Scott in August, 1911, used the expression that there was little or no trouble on the Union or Southern Pacific; that they came nearer 100 per cent good service than any he knew of. In my conference with Mr. Kline in August, 1911, he made the same statement—that there was no trouble on our roads, and he was glad to know how harmonious the relations were; and when I went to San Francisco in the latter part of August, 1911, I was shown an interview that had been given to the papers by the head of the federated employees in California, in which he stated publicly that they had always been considerably and well treated by the Southern Pacific; and the same assertions were made to Mr. Small in numbers of his meetings with the committees of the individual crafts.

Chairman WALSH. Is it a fact that the car workers were denied a conference on the Pacific system and refused recognition as a craft organization of any kind?

Mr. KRUTTSCHNITT. I do not know that; but if it was stated, I would say emphatically that I do not believe it, because we had agreements with a number of the crafts, and I do not know why we should not have had it with these men as well as others.

Chairman WALSH. Is it a fact that the sheet-metal workers' craft asked for recognition as a craft organization on the Pacific system on or about the fall of 1909 and that recognition of this organization as a craft organization was denied by the company and that as a result thereof the sheet-metal workers went on strike at a number of points on the system?

Mr. KRUTTSCHNITT. That I do not know.

Chairman WALSH. You have no knowledge of any such thing?

Mr. KRUTTSCHNITT. No.

Chairman WALSH. Is it a fact that for years prior to 1909 the machinists on the Oregon Short Line and Oregon Railway & Navigation Co. petitioned your companies for the recognition of their crafts' organizations and that it was repeatedly refused?

Mr. KRUTTSCHNITT. No; I do not know.

Chairman WALSH. Is it a fact that the boiler makers and blacksmiths, as crafts, asked recognition repeatedly, prior to 1907, and were denied recognition by you or your subordinates of the Oregon Short Line and Oregon Railway & Navigation Co.?

Mr. KRUTTSCHNITT. That I do not know.

Chairman WALSH. Is it a fact that the boiler makers and blacksmiths, as separate crafts, sought conferences in 1910 with the proper officials on the Pacific system and that they were denied, although they had at the time contracts with that system under which it was provided for conferences when they desired to make changes on giving 30 days' notice?

Mr. KRUTTSCHNITT. I do not know the fact; but I say again that if those contracts were in effect, I do not believe the statement implied in the question.

Chairman WALSH. How much money did the companies under your appropriate for publicity purposes before the strike of September 30, 1911?

Mr. KRUTTSCHNITT. None.

Chairman WALSH. Was money used for publicity purposes in this way, that advertisements of an expensive character were inserted in the papers that were deemed to be influential and good avenues of creating public sentiment in different parts of the country?

Mr. KRUTTSCHNITT. I don't believe so.

Chairman WALSH. You are not aware of any such thing being done, if it was done?

Mr. KRUTTSCHNITT. No. The handling of the strike was in the hands of the operating vice presidents on the ground. I think I should have known of it. If any expenses had been incurred, however, I think I should have known it.

Chairman WALSH. Were you aware of any such publicity being used after the strikes began?

Mr. KRUTTSCHNITT. Why, I should have thought that these men were not proper for the duties intrusted to them if they had not given full publicity. I began by responding to a request of the San Francisco papers to give publicity to this contention, and I started by giving this statement. May I give this to the stenographer?

Chairman WALSH. Yes; you may, please. • • •

Mr. KRUTTSCHNITT. And it was the duty of every officer, inasmuch as this was a contention in which we were fighting for a right to serve the public in a way in which they wished to be served, that they should be informed and that the fullest publicity should be given to everything we could think of.

(The paper here presented by the witness was received in evidence and appears among the exhibits at the end of this subject as "Kruttschnitt Exhibit.")

Chairman WALSH. Then, you mean to say you are not acquainted with the details; that is, as to how much money was expended in that way?

Mr. KRUTTSCHNITT. No.

Chairman WALSH. Is that correct?

Mr. KRUTTSCHNITT. I am not.

Chairman WALSH. This, I note, was given as a signed statement from you?

Mr. KRUTTSCHNITT. Yes.

Chairman WALSH. For publication in a San Francisco paper?

Mr. KRUTTSCHNITT. Yes. The papers were very much mystified; wanted to know what it was all about, and before I had been in San Francisco six hours, I suppose, I was waited on by a dozen different reporters and was told that they did not understand and that the public did not understand. And on the way west I was waited on by a number of reporters and was asked the same thing, and on arriving at San Francisco I wrote this statement and gave it to the press.

I don't think there was much, if any, money spent, because we were absolutely persecuted by reporters for statements, and after the strike began we pursued the policy of sitting quiet and having very little to say; and the officers were instructed by me not to make any boasts of what they were going to do or what they were doing, but to go ahead and perform their duties and to get the company's work systematized again and get the shop forces built up and to do no crowing about it in the press.

Chairman WALSH. This statement you submit here was not run in any newspapers as an advertisement and paid for in that way?

Mr. KRUTTSCHNITT. No, sir; it was solicited with the utmost eagerness, and there was not a cent paid for it.

Chairman WALSH. Do you keep fairly good track of the newspaper publications in the territory where the greatest interest was likely to be?

Mr. KRUTTSCHNITT. The operating vice presidents did; I did not. We paid for clippings. I was flooded with a mass of clippings, some of which I suppose I kept, but most of which I did not. They were too voluminous.

Chairman WALSH. Did the newspapers likewise publish the statements of the representatives of the men as to the causes of the strike?

Mr. KRUTTSCHNITT. Freely. I had—after the strike began I was importuned by a number of the papers to answer statements made in the press by Mr. Kline and other leaders of the men, which I consistently declined to do. I stated that I was not going to indulge in any newspaper controversy; that the side of the company had been given by me to the press, and I proposed to stop at that.

Chairman WALSH. Is it a fact, Mr. Kruttschnitt, referring again for a moment to the demands made by this federation and the conference in September, 1911; that is, that the so-called check-off system be adopted—

Mr. KRUTTSCHNITT (interrupting). So-called what?

Chairman WALSH. That the requirement be made that all employees should join the union and those others that were so objectionable to you—I wanted to ask you if it is or is not a fact that those suggestions were what might be called tentative suggestions for the purpose of discussion and negotiation in case a conference was granted, or were they absolute demands on the part of the men with a declaration that in the event they were not granted a strike would be called?

Mr. KRUTTSCHNITT. I am going to deal perfectly frankly with you and the members of the commission. We were assured time and again that we must not be alarmed by these objectionable demands that they made, that all we were asked to do was to deal with a federated body; that then everything would be lovely. That was tantamount to asking the company to surrender its ability to resist, and Mr. Franklin and Mr. Kline, in their interviews, and Mr. Kline and his four associates in the San Francisco meeting, tried in every possible way that ingenuity could suggest to persuade us that the only interest of the men in the matter was a little more convenient and expeditious way of handling grievances.

I was frank with Mr. Kline and his associates. I said, "I understand; we need not try to throw dust in each others eyes. I know and you know what you are after. Any acquiescence on the part of the company to the demand that we meet a federated board would no doubt lead to a good many of these matters that you put in here for trading purposes being put aside for the moment. In other words, they are there for trading purposes, and they would be withdrawn if only the company would bind itself by preliminary agreement with you that would prevent it from ever being able to resist any demands, no matter how unreasonable. Once having done that the company would find itself, perhaps in a year or two years or three years or maybe five or six years, met with a demand to pay exorbitant wages, and do all sorts of things, perhaps all the things asked for in this paper, and a good many more besides; and it would find itself powerless to offer any resistance." I told Mr. Kline in the San Francisco conference—I said, "At the present time we have agreements with a number of your crafts. If the machinists should come in with an absolutely outrageous and unreasonable demand on refusal of which they should all strike, the company would not be bound hand and foot—would not be helpless. It could transact its business in some way or other and fulfill its duties to the public that are required of it by commissions and by courts and by laws." I said, "What you are after, and I see it very plainly, is that if the machinists and all these other crafts should federate, then no matter how unreasonable the request the federation would be the sole and only judge as to whether

pressure was to be put on the company by striking to enforce those demands." Now, I said, "It is not reasonable to come to any man with any kind of intelligence and ask him to make such an arrangement as that." I said, "I can not do it."

Chairman WALSH. Did you have any conferences, formal or informal, with the Illinois Central, concerning the subject of system federation, prior to June, 1911?

Mr. KRUTTSCHNITT. No; I did not have anything to do with the Illinois Central, and never have had.

Chairman WALSH. Ever have any correspondence with them in regard to that matter?

Mr. KRUTTSCHNITT. I don't think so. I don't think there is a line of correspondence.

Chairman WALSH. What has been your attitude since the strike regarding conciliation, mediation, and arbitration?

Mr. KRUTTSCHNITT. There has been absolutely nothing that we could mediate or arbitrate. That was the hopeless condition of this issue that was presented to us by the men, that it was not arbitrable. It was simply a demand that they be put in control of the company's shopwork; that they should be given power to dictate whether any shopwork should be done or not; and if so, the conditions under which it should be done. The men put up a proposition to the company which, if reversed, they would have considered the company's officers insane for presenting. If the company's officers had suggested to the men that they were dissatisfied with the separate agreements with the crafts, and that they gave notice that in 30 days they would take up a change of those conditions, and that they proposed to require every man to get out of the union, that they proposed to dictate on just what terms the men should have employment with the company, regardless of their wishes, regardless of their convenience, regardless of their health or welfare, the men would not have tolerated it for a moment. They would have immediately begun a strike, and properly so. Yet they reversed those conditions and imposed those conditions on the company, and when they were refused they went on strike, and that was argued and preached, I suppose, in half a dozen different ways. And then the question was taken up after the company's forces had been built up to take back these men that had caused this trouble, but we consistently refused to do so.

Chairman WALSH. Do you feel that you took all possible steps to avoid the strike of 1911, Mr. Kruttschnitt?

Mr. KRUTTSCHNITT. I do.

Chairman WALSH. Have you made any investigation as to whether or not the system federations have been satisfactorily negotiated on other systems of railroads, and that they have worked out without detriment to the companies?

Mr. KRUTTSCHNITT. No; because it was totally irrelevant. My duties to the stockholders of the South Pacific Co. and the Union Pacific Co. and to the public would not have been based on the actions of A, B, C, or D road to its stockholders or the public. I could not have justified my acts by stating that I did thus and so because Mr. So-and-so did that in any court or tribunal or in public opinion. The reply would have been, "Why, that has nothing to do with the case. Your duty is clear; it is to serve the stockholders and the public according to law, and that utterly regardless of what any other road was doing." I have never given that matter consideration, though it was advanced by the men, as sugar coating to the pill, what this road had done or that road had done. It was totally irrelevant.

Chairman WALSH. Do you believe in the general principle of collective bargaining, Mr. Kruttschnitt?

Mr. KRUTTSCHNITT. Yes. As I told you, I had been working 33 years on it.

Chairman WALSH. Yes. This is leading up to another question; Do you believe that employees who are divided into many or into several different crafts, each dealing separately with a single employer, can enjoy anything like equality in bargaining power?

Mr. KRUTTSCHNITT. I do; and what is more, I think that a number of the chiefs of these separate crafts believed the same way before the strike.

Chairman WALSH. Are labor conditions in the companies considered by the directors of the company at directors' meetings; that is, the question of wages and conditions of your labor and the satisfaction or dissatisfaction among your employees?

Mr. KRUTTSCHNITT. Yes, sir; unquestionably so—they are. As I told you, in this case they were very promptly put up to the directors, who were put in full possession of the facts.

Chairman WALSH. Are the conditions of employment as to hours and wages discussed generally by your executive boards?

Mr. KRUTTSCHNITT. If you mean by that if they take a table of wages and compare them, no; but the conditions of the men, how they are paid, with respect to employees in the same occupation on different roads and in outside shops, I would say yes.

Chairman WALSH. Do you believe a wage averaging \$300 a month is enough to support an American citizen and an ordinary family in the communities such as exist where your large shops are located?

Mr. KRUTTSCHNITT. Well, of course, that is a loaded question. Before I could answer I would have to ask you what that American citizen considered proper living. I can, perhaps, answer it best by saying that thousands and thousands—hundreds of thousands—of American citizens are living properly and raising their children and educating them on such wages.

Chairman WALSH. Have you ever considered, or do you consider, that proposition generally in fixing wages, what it costs the individual to live and support a family?

Mr. KRUTTSCHNITT. No; we have not done that, and I think we are right in that, because—take Government bodies, such as commissions; they have told us through their acts that cost of living has nothing to do with the case; they are not concerned as to how our companies live or the railroads' cost of living or the cost of buying material. They say that has nothing to do with it, and in paying wages we have always paid—and the men admitted that—we stated it repeatedly and they could not deny it—the highest wages of any railroads in the United States.

Chairman WALSH. Some of the commissioners will probably want to ask you some questions, Mr. Kruttschnitt, but I will ask you now whether there is any statement you would like to volunteer or any statement you would like to make covering any questions that have been asked you?

Mr. KRUTTSCHNITT. I don't think of anything much, Mr. Chairman. I came here, of course, knowing that you wanted to question me about my connection with these unfortunate occurrences. I did not know just what the line of your inquiry would be, and really I lacked the time and, I must confess, the inclination to sit down and write a very long statement, preferring to make the statement orally, as I have done, and let you supplement it by asking me questions on points I had overlooked, and I do not think of anything more.

Chairman WALSH. That is very satisfactory.

Mr. KRUTTSCHNITT. Possibly the questioning of some of the other commissioners might inspire a desire on our part to offer some questions, but I don't know of anything now.

Chairman WALSH. Mr. Garretson has a few questions he says he wants to ask you.

Commissioner GARRETSON. Mr. Kruttschnitt, I think you would regret it more than any one person if it developed that the testimony on any given point was historically incorrect, would you not?

Mr. KRUTTSCHNITT. I should.

Commissioner GARRETSON. I want to go back to the question of the two incidents where the Atlantic system of the Southern Pacific had trouble with their enginemen or with the trainmen. Mr. W. B. Scott was located here in Chicago as your assistant, when you were director of maintenance and operation, was he not, for a considerable period?

Mr. KRUTTSCHNITT. He was my assistant part of the time. No; when I first came to Chicago I had another assistant, but I expect he was my assistant from about 1906 or 1907 to 1911.

Commissioner GARRETSON. At the time of the jurisdictional strike between the locomotive engineers and the firemen Mr. Scott was located here with you as assistant?

Mr. KRUTTSCHNITT. No. Perhaps I should have answered that a little more fully; no; because Mr. Scott at that time was in Houston, and handled all of the negotiations with the engineers and firemen.

Commissioner GARRETSON. Is it not a fact that the negotiations were handled almost exclusively by Mr. van Vleck and Mr. Fay, and that the terms of the settlement were finally reached here in Chicago in Mr. W. B. Scott's office, with Mr. Charles P. Neill, then commissioner under the Erdmann Act, on the ground

in Houston, the terms being arranged between the two chief executives of the firemen and engineers, with the chief executives of the conductors and trainmen acting as intermediaries, with Mr. W. B. Scott and Mr. Charles P. Neill and the executive officers of the organizations on the ground at Houston, Mr. Morrissey then president of the trainmen and the then president of the Order of Railway Conductors?

Mr. KRUTTSCHNITT. I think you are speaking of an entirely different matter. Commissioner GARRETSON. That was the jurisdictional strike between the two?

Mr. KRUTTSCHNITT. Yes; the engineers and the firemen.

Commissioner GARRETSON. You are not mistaken about Mr. Scott—

Mr. KRUTTSCHNITT. Impossible for me to be, because where a man has a fact of a fact in an indefinite way, he may be mistaken, but he can not be mistaken when, as in this case, I stood at a telephone in a certain room in my house in Connecticut and talked with Judge Chambers at his home somewhere in Maryland on this strike, being called up in the middle of the night by the Western Union, in this very same house, and given telegrams relating to and explaining why the President wanted us to recede and give way to the men. I can not be mistaken.

Commissioner GARRETSON. At the time of the jurisdictional strike of the engineers and firemen, was there any trouble in Mexico, and was Judge Chambers connected in any way with the Federal Mediation Board?

Mr. KRUTTSCHNITT. Well, I—

Commissioner GARRETSON (interrupting). Judge Chambers never was Federal mediator until after the passage of the Newlands Act in 1912, and the strike of the conductors, trainmen, engineers, and firemen on the Atlantic system of the Southern Pacific took place in 1912, or 1913, and Judge Chambers was a party to the settlement of that strike. Is that not correct?

Mr. KRUTTSCHNITT. Assuming what you say to be true, I suppose it is correct; but I still think we are talking about different strikes. However, if it be a fact that Judge Chambers was not put on the mediation board—if that is a fact, then I must confess that I am mistaken, and I am talking about the wrong strike. Now, is Judge Chambers a member of the board now?

Commissioner GARRETSON. He is, and has been since 1912 or 1913, only. But bear in mind—I want to refresh your memory—

Mr. KRUTTSCHNITT. Well, I will say there was a strike at the time when Judge Chambers was mediator.

Commissioner GARRETSON. There was.

Mr. KRUTTSCHNITT. And the circumstances that I have related did happen or did take place with Judge Chambers. Now, it is possible that it was not the strike of the engineers and firemen, but I thought it was.

Commissioner GARRETSON. That is what I wanted to correct in the record, because the other is historically in the record, as I have stated. What I wanted to draw attention to in the record is this, the strike of the four organizations was not jurisdictional; was it not over the refusal of Mr. George W. Waid, assistant manager of the Atlantic system, to meet and treat with representatives of the four trainmen's and engine service organizations jointly?

Mr. KRUTTSCHNITT. Yes; I think you are correct as to that.

Commissioner GARRETSON. And did not the recession from that position come from the fact that your company's trains—the movement of them was absolutely tied up, was it not?

Mr. KRUTTSCHNITT. The reason of that recession, as I told you, was that it was made on the appeal of the President through Judge Chambers.

Commissioner GARRETSON. The mediator had entered the game?

Mr. KRUTTSCHNITT. Yes, sir.

Commissioner GARRETSON. Then you now realize that Judge Chambers had no connection with the original jurisdictional strike between the two organizations, which took place in 1907 and early in 1908, the enginemen?

Mr. KRUTTSCHNITT. Well, I say I am willing to assume the correctness of what you stated, that the judge was not put on this board until then, but I think as my recollection goes that he acted in some cases prior to this strike that we are discussing now. However, that is immaterial.

Commissioner GARRETSON. That is immaterial except as it applies to the true facts and as to the cause and who were involved in the two strikes. That was what I wanted to get into the record in its correct historical form.

Mr. KRUTTSCHNITT. Well, I think you are right.

Commissioner GARRETSON. It will be a misfortune for you if the testimony stood absolutely out of accord with the occurrences that took place?

Mr. KRUTTSCHNITT. Quite right, and I am very much obliged to you for correcting me.

Commissioner GARRETSON. Was there any connection, Mr. Kruttschnitt, between the attitude of your general manager on the Atlantic system in refusing there being no question involved whatever in the original strike of the four organizations, but the refusal of Mr. Waid to meet the four jointly—was there any connection between that and your attitude as shown toward this federation?

Mr. KRUTTSCHNITT. No, I have already explained in answer to a question from the chairman the difference in the attitude of the trainmen's and the enginemen's organizations and the shop federation.

Commissioner GARRETSON. Then, in your opinion, if they had no connection with each other, there were not the following out of the same general policy, what was the cause of the refusal, then, to deal jointly with the train and engine service organizations?

Mr. KRUTTSCHNITT. You say what was the reason of the refusal?

Commissioner GARRETSON. Yes; what would be the cause of the refusal?

Mr. KRUTTSCHNITT. To answer frankly, I think a mistake was made.

Commissioner GARRETSON. Really, the two attitudes were exactly consistent with each other?

Mr. KRUTTSCHNITT. No; I haven't said that. You asked me that first and I said they were entirely different; then you asked me why the refusal was made to deal with the four trainmen organizations on the Atlantic system, is that not correct?

Commissioner GARRETSON. Yes.

Mr. KRUTTSCHNITT. And I told you that I thought frankly a mistake had been made.

Commissioner GARRETSON. Oh; I beg your pardon. I didn't catch that answer. Did you hear the declaration of Mr. Markham?

Mr. KRUTTSCHNITT. I was given a transcript of the testimony yesterday, and it amounted to, I think, six or seven hundred pages, and I only went through it very hurriedly.

Commissioner GARRETSON. Your own testimony in general and his are in line with each other. Now, would not the natural outcome of the attitude of your company and his, and the reasons asserted by yourself and Mr. Markham as underlying your attitude—would not the natural application by thinking labor men of your theories, result in the triumph of what is known as the industrial form of organization whereby every man on the pay roll of your company would be enrolled in one organization, because from the testimony given that would be the natural method for the man of radical views to carry out his desires against his employer—wouldn't that be the natural result?

Mr. KRUTTSCHNITT. Your question is very long and involved, and I will have to ask the stenographer to read it.

(Question read.)

I can answer that in a qualified way, yes; because the very issue that was presented to the companies, was the result of the presence of the radical and hot-headed men on the companies' pay roll and in the different craft organizations.

Commissioner GARRETSON. I was not passing upon the matter submitted in any degree; I was only speaking of the original man, because that is exactly the form of organization, is it not, that is advocated by the I. W. W., who are generally classed as radical?

Mr. KRUTTSCHNITT. I am afraid I do not know much about that.

Commissioner GARRETSON. Industrial Workers of the World?

Mr. KRUTTSCHNITT. I know what you mean, but except from general newspaper accounts of them I know nothing about their aims or their ideals.

Commissioner GARRETSON. If you had traveled with the commission, you would have had considerable information on their desires. That is all.

Chairman WALSH. Commissioner Ashton has a few questions to ask.

Commissioner ASHTON. I understood you to say that you objected to the additional power which your employees sought to obtain. Have you seen anything since the strike was inaugurated to confirm those views?

Mr. KRUTTSCHNITT. Yes. I think it was in January, 1912, some three months or more after the strike had been started that President E. L. Reguin, of the System Federation of the Harriman lines, sent out a set of resolutions adopted by the federation of the crafts of the Harriman lines calling on all railroads

in the country to join in a sympathetic strike to help them win the strike on the Harriman lines. This is a copy of the paper.

Commissioner Aishton. Do you desire to put it in evidence?

Mr. KRUTTSCHNITT. Yes.

(The paper thus offered is as follows:)

OFFICE 608, HIBERNIA BUILDING.

San Francisco, January 6, 1912.

BROTHERS, GREETING:

The following resolutions are herewith submitted for your consideration:

We, the committee on resolutions, respectfully submit the following to you with the request of this local that you submit same to all locals on the Harriman lines and Illinois Central lines, and in addition all federated locals and trades-unionists involved in this strike on other systems.

CLARENCE C. RIDGEN.

E. J. CONNERS,

WM. A. DOUGAN,

Committee on Resolutions.

The following resolutions were drawn up by the committee appointed by system local at San Jose at our regular meeting Thursday, January 4, 1912, upon receipt of resolutions drawn up at Freeport, Ill., which resolutions we believe would have the effect of placing us in a position where the railroads would be able to effect a compromise with the federations on the Harriman and Illinois Central lines, before we have had time to fire our most effective shot, to wit, the federation with other federations and union shopmen throughout the country, so that if necessary to win this strike they can be called out and force the railroads to grant our demands at this time, and in the future enable the shopmen on the Harriman lines and the Illinois Central lines to protect all other brothers.

Let us make the federation of shop employees as nearly invincible as possible, and to do this we must strike while the iron is hot, and that to compromise at this time would probably prevent the federation of the shopmen into a Nation-wide organization.

We are out to win; so say we all.

Whereas we know from the word and action of the railroad officials since the strike was called September 30, that in no case will the managers of the railroads comprising the Harriman and Illinois Central lines be willing to compromise except to save themselves from defeat; and

Whereas the time must come when labor will realize that through compact organization, comprising not only one craft but all crafts working in one industry, that strikes can be decisively won, enabling the workers in that industry to demand and realize conditions which they know to be just to themselves, and believing that the time has come when this strike can be won with the assistance of the other federations now in existence in the United States with the help of all other union shopmen who have not yet formed federations: Therefore be it

Resolved, That steps be taken and demanded in recent resolutions from San Antonio, Tex., and Los Angeles, Cal., and unanimously indorsed by this local to call out, if necessary, all other shopmen in the United States for the purpose of winning, if possible without compromising, the demands of the blanket agreement, all of which demands we consider not only fair and just, but actually conservative.

Resolved, That we consider no compromise until all union men have done everything within their power to win all of the demands of the federation of shop employees of the Harriman and Illinois Central lines. With the coming of cold weather reports show that the system for which these men were working are only operating under the greatest of difficulties and it is highly probable that the general managers of these railroad interests will take steps to effect a compromise to enable themselves to avoid defeat. And be it further,

Resolved, That owing to the benefits that will accrue to all workers through the success of this strike and the stimulus such issue is certain to be for the federating of other crafts, not only in the railroad industry but in other industries as well, thereby developing a much greater power in the hands of labor than has been heretofore attained, that our request for voluntary financial and moral support be addressed to our brother workers instead of the business men,

who as a matter of fact are not so deeply interested in the outcome of this struggle as the workers are.

Resolved, That a copy of these resolutions be sent to all locals on the Harriman and Illinois Central lines for their indorsement or rejection, and also to locals of other federations and craft locals not yet federated for the information of all union men not participating in this strike.

Respectfully submitted.

[SEAL]

JOHN SCOTT,
Secretary-Treasurer System Federation Farriman Lines.

Approved:

E. L. REGUIN,
President System Federation of the Harriman Lines.

Commissioner AISHTON. Mr. Kruttschnitt—

Mr. KRUTTSCHNITT (interrupting). This I considered at the time was a justification of fears that we had—that this federation was simply a plan to obtain absolute power over the operations of the carriers and to exert it to the utmost of their ability to carry their contentions no matter what they should be.

Commissioner AISHTON. Mr. Kruttschnitt, there was a lot of testimony introduced before the commission here yesterday about views expressed by Mr. Harriman in 1903, which indicated that he favored the federation of shop employees. Have you any knowledge as to his views other than as expressed by you in replying to the inquiries of the chairman?

Mr. KRUTTSCHNITT. None whatever. I desire to say to the commission with the utmost frankness and without the slightest mental reservation that Mr. Harriman never in any manner, shape, or form indicated to me any desire of that sort. If he had, it would have been my duty, as his assistant, to at once take the matter up and advocate it and carry it out. I should have done that. But as I say, I never in any manner, shape, or form received any intimation or instructions from him about that. I repeat, that until the chairman read these questions this morning I never heard that.

Commissioner AISHTON. Mr. Kruttschnitt, I understand you to say that at the time of this strike or just prior to it that your company had five contracts with shop trades?

Mr. KRUTTSCHNITT. I think the Union Pacific had five. I think the Southern Pacific had three or four. We had contracts with the shop crafts.

Commissioner AISHTON. Entered into through the usual negotiations between the employees in those crafts and the properly authorized officials of the company?

Mr. KRUTTSCHNITT. Yes.

Commissioner AISHTON. That is all. Thank you, Mr. Chairman.

Chairman WALSH. Commissioner O'Connell would like to ask you a question.

Commissioner O'CONNELL. Mr. Kruttschnitt, I do not want to appear as having this a personal matter at all in my position I am occupying here, but I happened to attend the conference at New York originally with Mr. Harriman which brought out statements about the old strike of the Union Pacific road. The testimony yesterday brought out some things that occurred at the conference and later resulted in an adjustment of the Union Pacific strike.

One of the witnesses yesterday attended the conference at New York, and I asked him some questions to put into the record his remembrance of what took place at the conference. Among the occurrences was a running conversation with Mr. Harriman in which he expressed the desire to have the matter adjusted and what he thought might be the manner of handling the affairs in the future that would avoid a recurrence of these strikes and the possibility of having a number of men, the smaller the number the better, he thought, who would be in a position to speak for the entire forces of the mechanical department of the road in the adjustment of any controversy that might arise. That led to the belief that he was favorable toward the form of organization that would permit the men to select representatives who would represent all of the organizations in any conference that might be had and carry it up to the executive officers. And later, he said he was going west and would be glad to meet representatives of the organizations in the West with a view of carrying out the proposed sentiments, and he did at Cheyenne and Omaha meet representatives of the joint organizations.

Mr. KRUTTSCHNITT. I do not, Mr. O'Connell, question any of that. I tried to make my position definite on that; it was before I had any connection whatever with the Union Pacific. I know nothing about the matter, but I do say

that it was strange that if Mr. Harriman charged me with the supervision and operations on both the Union and Southern Pacific he never mentioned anything about his desire to have what we were doing changed. It was still more incomprehensible that in the numbers of interviews and meetings between the craft committees and the officers of the companies, between Mr. Franklin, Mr. Kline, and their associates, who met me in San Francisco, that nothing had ever been urged on the part of the employees as to Mr. Harriman's wishes to induce us to agree to this federation plan, which they were advancing, and it seems to me, since I have heard you, that it was the most incomprehensible omission on their part that they did not advance that as an argument, because it would have been the strongest argument possible on their part.

Commissioner O'CONNELL. The matter might not have come to their minds at that time.

I recall Mr. Harriman going further in the telegram put in the record yesterday, in which he suggested three men to act as a finality on any dispute that came up, and could not be adjusted out along the lines—if any of the crafts had a difference with the company that could not be adjusted out there, that the contested matter be left to himself—"myself," and a Mr. Ford, who was in the company; and that on any subject or any questions he would be perfectly satisfied to have it adjusted by these parties.

As a man who handles large affairs, Mr. Kruttschnitt, and who comes in contact with the large employment of labor—this commission is authorized to ascertain the underlying causes of unrest and make some recommendations to Congress. Now, what has been your observation, and what suggestions have you to make to this commission for the elimination or the reduction as far as possible of the so-called unrest and the causes of strikes and friction between employer and employee?

Mr. KRUTTSCHNITT. I have observed that as to every strike that has ever taken place none has succeeded where public opinion was against it; that the strikes that have taken place with which I am familiar have ordinarily been settled in the way in which the great American public decided that they should be settled; that is easily understandable, because, under our form of government, our final appeal must be made to the opinions and views of our fellow citizens, and if we are operating against their views as to what is right and proper, it is right and proper that we should not succeed, and I do not think any of us ever will. So that the only views I have ever held about the settlement of industrial disputes—and the older I get the firmer I believe it—is that the only way to settle them is to let the public fully understand what it is all about; and it is on that theory I wrote that memorandum which was passed up to the chairman in answer to the reporters of the papers asking what this was all about. The public had a right to know; I gave the railroad side of it and the federated employees gave their side. This strike did not succeed because the public believed that the men were wrong; if they had believed the men were right they would have succeeded.

Now, I believe, for the settlement of all future strikes, the only way we will ever get industrial peace is to let the general public know exactly what the issues are—take them into your confidence and their judgment will be, I will say, almost always right.

Commissioner O'CONNELL. Could there be some sort of a machine for carrying into effect public opinion?

Mr. KRUTTSCHNITT. That is secondary. If you provide that the public shall be informed, if that principle is agreed to, the design of the machinery ought to be comparatively easy.

Commissioner O'CONNELL. Would you extend the idea to the mechanical department of railroads that now applies to the transportation department under the Newlands Act?

Mr. KRUTTSCHNITT. I would make it absolutely general; I would say to all employees, "Let any employee who has any cause for dissatisfaction make it known in a proper way to the officers of the company, and if he and his associates can not bring about a settlement there should be an appeal to somebody or some organization that can look into these matters carefully and impartially and let the general public know." I do not suggest compulsory arbitration; I think it is chimerical; I do not think it would ever be made a success. It was tried in New Zealand and has proven a failure there. So the only force we can appeal to, to bring contestants together, is the force of public opinion.

The Canadians have some very excellent acts that provide for publicity and from an investigation I made, through one of my staff in the last six or eight

months. I find those acts are working up there very satisfactorily. The public there is put in full possession of the facts and they are able then to make their wishes and their judgment known; instead of providing for an arbitration by one or three or five or seven men, why, the general public acts as an arbiter.

Commissioner O'CONNELL. Would the creation of such a department by the Government of purely voluntary character, covering all industries, or lines of activity, as far as labor and capital are concerned, would the creation of such a department, with boards that would have authority, would have influence, on the Government to step in and ask contestant parties to use their good offices to mediate for the purpose of adjustment—do you think that would be of benefit to our country generally?

Mr. KRUTTSCHNITT. I think it would be of incalculable benefit, not only for the contestants, the employers and employees, but for the financial situation of the corporations. As our Government is organized at the present time the Government has absolute control over the revenues of certainly the railroads and of a great many other corporations, but now we are speaking really of railroads principally. Government has also, through the operation of the numerous laws, a very complete control of their expenses; in other words, the railroads at the present time have very little control over either their revenues or their expenses, therefore it is nothing but just that whatever tribunal has control over the revenues and expenses should investigate at least and report on these industrial troubles, because the ability of the road to pay the wages, in case the investigating board should decide that more wages were necessary, gives them the power to provide the way by which the railroad can get the money to pay these wages.

Commissioner O'CONNELL. Just referring to the strike situation for a moment; I gathered from what you say, Mr. Kruttschnitt, that your fear was that recognition of the federation of these different trades would place an extraordinary power within their hands to compel you to comply and that it might result in constant trouble with the company. In your experience as a railroad man, does your observation lead you to believe there has been a great number of strikes in railroads—a great number of strikes in the past where the railroads were dealing with individual organizations, such as the Union Pacific, and the Santa Fe, where the railroad strikes ran a long time, and that such strikes have been going on in one way or another for a long time, and don't you think that the bringing together of these trades into a confederation would reduce the possibility of strikes? The evidence submitted here by the officers of these federations shows that they have entered into agreements with some 50 railways and that no strike had occurred, no appearance of strikes, and that the system there put into effect—the evidence is that it has eliminated strikes and friction, while the old system is simply strewn with the wrecks of strikes.

Mr. KRUTTSCHNITT. I do not agree with you altogether as to your views as to the frequency of strikes under what I might term the existing plan. I said, in answer to one of the questions of the chairman, that I did not think, if we had agreed to this federation plan, that we should have a strike for one or two or three or four or five years; in other words, we would not have had a strike until the federation was ready. As to the 52 roads you have mentioned, I do not know which they are.

Commissioner O'CONNELL. It is in the record.

Mr. KRUTTSCHNITT. The federation is perhaps not ready to do the next thing it has on the program.

Commissioner O'CONNELL. That is all. "

Chairman WALSH. That is all, thank you, Mr. Kruttschnitt. You will be permanently excused.

TESTIMONY OF MR. J. F. GRAHAM.

Chairman WALSH. State your name, residence, and occupation, please, Mr. Graham.

Mr. GRAHAM. J. F. Graham; residence, Portland, Oreg.; at the present time I am superintendent of motive power of the O.-W. R. R. N. Co.

Chairman WALSH. Please describe your duties in that capacity, Mr. Graham.

Mr. GRAHAM. My duties in that capacity are to supervise all of the rolling stock and employees who are directly connected with the maintenance of the same.

Chairman WALSH. What craft unions do you deal with as—what craft unions did you deal with as a railroad official prior to the strike of 1911?

Mr. GRAHAM. With the machinists, blacksmiths, boiler makers, and carmen. Chairman WALSH. What were your relations with those unions prior to that time, friendly or otherwise?

Mr. GRAHAM. Very friendly.

Chairman WALSH. How were contracts and agreements made?

Mr. GRAHAM. They were made by representatives of the various crafts; for instance, of the machinists—a representative from each division, sometimes two from a division.

Chairman WALSH. How much time was usually required by the—per year, say, to attend to the business of making the agreements?

Mr. GRAHAM. That is a pretty hard question to answer.

Chairman WALSH. Well, approximately, was it a month or two out of a year?

Mr. GRAHAM. Not that long; I should say, offhand, about between 5 and 7 per cent of my time, perhaps two years.

Chairman WALSH. To what extent had the piece-rate system entered into your operations prior to the time of this strike?

Mr. GRAHAM. None.

Chairman WALSH. Did you have time studies or bonus systems in your shops?

Mr. GRAHAM. No.

Chairman WALSH. Could you sketch to us, briefly, Mr. Graham, what points of controversy were typical ones in these conferences that you had with the craft unions prior to the time of the strike?

Mr. GRAHAM. Well, the conferences that came up, as a general thing, were those which related particularly to the crafts, the particular craft.

Chairman WALSH. As to wages and hours?

Mr. GRAHAM. Yes; as to wages and hours.

Chairman WALSH. And the assignment of work—with the machinists, what was considered machinists' work—any jurisdictional disputes that might happen to arise?

Mr. GRAHAM. Yes; that is correct.

Chairman WALSH. What was your first notification from anyone connected with the organization that a federation had been formed?

Mr. GRAHAM. The first notification, real notification, I had that there had been a federation formed was from our own employees.

Chairman WALSH. Was it in writing?

Mr. GRAHAM. No.

Chairman WALSH. Were any demands made upon you by the men in writing with reference to a conference or anything else?

Mr. GRAHAM. They asked for a joint conference; yes, sir.

Chairman WALSH. Was it in writing?

Mr. GRAHAM. Yes, sir.

Chairman WALSH. Have you a copy of the request?

Mr. GRAHAM. I haven't it here; I left it at the hotel. I did not anticipate I would be called on this morning. I will bring it here this afternoon.

(The document referred to was later submitted by witness and appears among the exhibits at the end of this subject as "Graham Exhibit No. 1.")

Chairman WALSH. Have you also your reply to that first communication?

Mr. GRAHAM. Yes, sir.

Chairman WALSH. Have you that with you?

Mr. GRAHAM. No, sir; but I will get it this afternoon.

Chairman WALSH. Kindly submit it then.

Mr. GRAHAM. Yes, sir.

(See Graham Exhibit No. 1.)

Chairman WALSH. Can you state concisely, so that we will not have to read it when it comes, what the substance of their communication was and the substance of your reply thereto?

Mr. GRAHAM. The substance of their communication was that they wished me to meet them in conference; that they thought the time had come for a change in the then existing rules and wished me to meet them as a federated body—that is, of shop employees, the different crafts—claiming that they thought it would require less time in dealing with them if we would deal with them as a federation.

Chairman WALSH. I wish you would relate as briefly as you can the process of the negotiations and the dealings between you and the men, or attempted dealings, right up to the time of the strike?

Mr. GRAHAM. Well, there wasn't any negotiations further than my letters to them stating that I would be glad to meet with each one separately, but not as a body.

months. I find those acts are working up there very satisfactorily. The public there is put in full possession of the facts and they are able then to make their wishes and their judgment known; instead of providing for an arbitration by one or three or five or seven men, why, the general public acts as an arbiter.

Commissioner O'CONNELL. Would the creation of such a department by the Government of purely voluntary character, covering all industries, or lines of activity, as far as labor and capital are concerned, would the creation of such a department, with boards that would have authority, would have influence, on the Government to step in and ask contestant parties to use their good offices to mediate for the purpose of adjustment—do you think that would be of benefit to our country generally?

Mr. KRUTTSCHNITT. I think it would be of incalculable benefit, not only for the contestants, the employers and employees, but for the financial situation of the corporations. As our Government is organized at the present time the Government has absolute control over the revenues of certainly the railroads and of a great many other corporations, but now we are speaking really of railroads principally. Government has also, through the operation of the numerous laws, a very complete control of their expenses; in other words, the railroads at the present time have very little control over either their revenues or their expenses, therefore it is nothing but just that whatever tribunal has control over the revenues and expenses should investigate at least and report on these industrial troubles, because the ability of the road to pay the wages, in case the investigating board should decide that more wages were necessary, gives them the power to provide the way by which the railroad can get the money to pay these wages.

Commissioner O'CONNELL. Just referring to the strike situation for a moment; I gathered from what you say, Mr. Kruttschnitt, that your fear was that recognition of the federation of these different trades would place an extraordinary power within their hands to compel you to comply and that it might result in constant trouble with the company. In your experience as a railroad man, does your observation lead you to believe there has been a great number of strikes in railroads—a great number of strikes in the past where the railroads were dealing with individual organizations, such as the Union Pacific, and the Santa Fe, where the railroad strikes ran a long time, and that such strikes have been going on in one way or another for a long time, and don't you think that the bringing together of these trades into a confederation would reduce the possibility of strikes? The evidence submitted here by the officers of these federations shows that they have entered into agreements with some 50 railways and that no strike had occurred, no appearance of strikes, and that the system there put into effect—the evidence is that it has eliminated strikes and friction, while the old system is simply strewn with the wrecks of strikes.

Mr. KRUTTSCHNITT. I do not agree with you altogether as to your views as to the frequency of strikes under what I might term the existing plan. I said, in answer to one of the questions of the chairman, that I did not think, if we had agreed to this federation plan, that we should have a strike for one or two or three or four or five years; in other words, we would not have had a strike until the federation was ready. As to the 52 roads you have mentioned, I do not know which they are.

Commissioner O'CONNELL. It is in the record.

Mr. KRUTTSCHNITT. The federation is perhaps not ready to do the next thing it has on the program.

Commissioner O'CONNELL. That is all. "

Chairman WALSH. That is all, thank you, Mr. Kruttschnitt. You will be permanently excused.

TESTIMONY OF MR. J. F. GRAHAM.

Chairman WALSH. State your name, residence, and occupation, please, Mr. Graham.

Mr. GRAHAM. J. F. Graham; residence, Portland, Oreg.; at the present time I am superintendent of motive power of the O.-W. R. R. N. Co.

Chairman WALSH. Please describe your duties in that capacity, Mr. Graham.

Mr. GRAHAM. My duties in that capacity are to supervise all of the rolling stock and employees who are directly connected with the maintenance of the same.

Chairman WALSH. What craft unions do you deal with as—what craft unions did you deal with as a railroad official prior to the strike of 1911?

Chairman WALSH. Did that cover the procuring of employees for all of the Harriman lines?

Mr. GRAHAM. I could not answer that question; I think it did for the Union Pacific, the Oregon Short Line, and the O.-W. R. R. & N.

Chairman WALSH. Who was the individual in particular charge of that work for that particular company?

Mr. GRAHAM. The man who did the examining was Mr. Daley.

Chairman WALSH. Is he still with your company?

Mr. GRAHAM. He is with the Southern Pacific at the present time.

Chairman WALSH. What position did he occupy at the time the strike was called?

Mr. GRAHAM. He was, I think, chief draftsman for the Union Pacific; that is, in the mechanical department.

Chairman WALSH. Before the calling of the strike, did you employ persons to guard the company's property?

Mr. GRAHAM. No, sir.

Chairman WALSH. Did you build any stockades before the strike was called?

Mr. GRAHAM. Well, what would you term stockades?

Chairman WALSH. What has generally been described as being a high fence around the place where the men were to be employed.

Mr. GRAHAM. At our main shops at Albina, or Portland, rather, there had been a high board fence around the shop, inclosing it, for 25 years, and there was both at Starbuck and La Grande a high board fence built that summer, but there had been an appropriation for it about a year prior to that.

Chairman WALSH. Did you build any fences or make any physical preparations for the strike prior to the time it was called at any point?

Mr. GRAHAM. Why, yes; what they already had built prior to the time the strike was called.

Chairman WALSH. Well, I mean with reference to the strike?

Mr. GRAHAM. No; I could not say they were built with reference to the strike.

Chairman WALSH. Now, after the strike was called, did your company employ men to guard the company's property?

Mr. GRAHAM. Yes, sir.

Chairman WALSH. How many guards did you have?

Mr. GRAHAM. Well, over the entire system I think we had at one time in the neighborhood of 90.

Chairman WALSH. How did you procure the guards?

Mr. GRAHAM. Oh, our special agents that we have there, an employee of the company, he procured his own men, picking them up.

Chairman WALSH. Who was in charge, before there was any strike, of policing the company's property?

Mr. GRAHAM. Yes; and had been for years.

Chairman WALSH. And he just increased it in his discretion?

Mr. GRAHAM. Yes, sir.

Chairman WALSH. Did you, or any of your subordinates, make any effort to blacklist men that went on the strike?

Mr. GRAHAM. None.

Chairman WALSH. What steps did your company take, if any, to secure the support of business men or business men's associations or commercial clubs?

Mr. GRAHAM. What is that?

Chairman WALSH. What steps did your company take, or what efforts did it make, if any, to secure the support of business men's associations?

Mr. GRAHAM. I don't know that we did anything in particular in that way.

Chairman WALSH. Did you submit your side of the controversy to business men's organizations out in that country—

Mr. GRAHAM. No, sir.

Chairman WALSH (continuing). With the idea of having them pass resolutions?

Mr. GRAHAM. No, sir.

Chairman WALSH. What steps, if any, did you take to give publicity to the company's side of the controversy?

Mr. GRAHAM. We took no steps whatever.

Chairman WALSH. Sir?

Mr. GRAHAM. No steps whatever.

Chairman WALSH. Was there any effort made at any points along the lines to induce merchants to refuse credit to strikers or their families while the strike was going on?

Mr. GRAHAM. No, sir; on the contrary, I think everything had the appearance of them refusing credit to the men who were brought in.

Chairman WALSH. Do you know anything of the character of the men who were employed as special agents or guards after the strike started?

Mr. GRAHAM. No; I don't know any more than just coming in contact with them; they were men I was not particularly acquainted with, with the exception of two I was personally acquainted with.

Chairman WALSH. To your knowledge, or from hearsay, were any of the guards employed during the strike men of bad character or previous criminal record?

Mr. GRAHAM. No, sir.

Chairman WALSH. Were any guards or special officers arrested for violations of law during the pendency of the strike?

Mr. GRAHAM. I only remember one who was arrested. He had had some little trouble with a man who was trespassing on the company's property.

Chairman WALSH. Just that one case?

Mr. GRAHAM. That is all I remember about.

Chairman WALSH. Do you know of any of your former employees being arrested during the strike?

Mr. GRAHAM. Yes; a number of them.

Chairman WALSH. Generally speaking, what were the charges?

Mr. GRAHAM. Well, charges of fighting or assaulting men who were going to or from the shops.

Chairman WALSH. How general was it, Mr. Graham?

Mr. GRAHAM. Not to any very great extent.

Chairman WALSH. Any great number arrested?

Mr. GRAHAM. Oh, I think, all told, there were about 11 arrests made.

Chairman WALSH. During the entire strike?

Mr. GRAHAM. Yes; that is all the men who went out on the strike, that is my recollection now. I think I have got all that with me at the hotel.

Chairman WALSH. I wish you would submit that.

Mr. GRAHAM. I will.

(See Graham Exhibit No. 2.)

Chairman WALSH. Were there any violations in which serious injury was inflicted or life was lost?

Mr. GRAHAM. No; not any more than injuries, beating a man up, having a sore head for a few days.

Chairman WALSH. Was liquor permitted in the inclosure about your shops where the strike breakers lived?

Mr. GRAHAM. Absolutely not.

Chairman WALSH. Have wages been increased or reduced since the strike?

Mr. GRAHAM. There has been some slight increase since the strike, which I will submit later.

Chairman WALSH. You have that, have you?

Mr. GRAHAM. Yes, sir.

Chairman WALSH. I wish you would.

(See Graham Exhibit No. 3.)

Chairman WALSH. I am going to ask you about the wages paid in your shop. What are the wages paid to helpers, Mr. Graham?

Mr. GRAHAM. Twenty-three cents an hour to machinists' helpers.

Chairman WALSH. What is that?

Mr. GRAHAM. Twenty-three cents an hour to machinist helpers, and also blacksmith helpers. That varies, you know, from 21 cents up to 25 cents. It is in relation to the fire that is on.

Chairman WALSH. Shop clerks, what are their salaries?

Mr. GRAHAM. Our shop clerks, from \$65 to \$110.

Chairman WALSH. Approximately, how many at \$65, and what proportion would that be—that would be your minimum; that is, \$65 per month to \$110 per month?

Mr. GRAHAM. Yes; I could not tell you just how many there are at each. I think I have that, too.

(See Graham Exhibit No. 4.)

Chairman WALSH. But the minimum is \$65 and the maximum \$110?

Mr. GRAHAM. No; the minimum is that, except for the office boy, the younger, junior, clerk in the office, you know.

Chairman WALSH. Is there more than one in each office?

Mr. GRAHAM. I have only one in my office.

Chairman WALSH. Car helpers and repairers, what are their wages?

Mr. GRAHAM. Well, their wages vary from 21 cents up to 27 and 27½ cents an hour.

Chairman WALSH. Blacksmiths?

Mr. GRAHAM. Blacksmiths, their wages are from 28 cents up to as high as 45 cents.

Chairman WALSH. How many hours per day do the car repairers work?

Mr. GRAHAM. Ten hours.

Chairman WALSH. And blacksmiths?

Mr. GRAHAM. Nine hours.

Chairman WALSH. And what is the pay rate for machinists?

Mr. GRAHAM. Prior to the strike and at the time of the strike machinists were getting 42 cents an hour; now 44.

Chairman WALSH. And boiler makers?

Mr. GRAHAM. Boiler makers, as high as—paid at the time of the strike; that is, the ordinary boiler maker was 44 cents.

Chairman WALSH. How does the present efficiency of your shop compare with that of the force you had prior to the strike?

Mr. GRAHAM. At the present time?

Chairman WALSH. Yes, sir.

Mr. GRAHAM. One hundred per cent.

Chairman WALSH. They compare favorably, then?

Mr. GRAHAM. Yes, sir.

Chairman WALSH. Was your objection to the System Federation based on the demand that all the Harriman lines negotiate as a unit, rather than with the crafts—asking that your company deal with them as a unit?

Mr. GRAHAM. Our company, the company I represent.

Chairman WALSH. I wish you would state, as briefly as you can, the reason for your objections, Mr. Graham. You need not go into detail, because we will have to hurry through in order to let some of these other gentlemen get away.

Mr. GRAHAM. In the first place, it meant the turning of the management practically over to the men. They would dictate who you should hire; they would dictate the men—if this was adopted, they would dictate who you should hire; they would govern the hours of labor; they demanded that the hours of labor be uniform in all shops in the different crafts regardless of conditions, which is hardly practicable in any railroad shop, for the reason that the hours of labor—the work may require more hours to keep the repairing up in the car department than in the locomotive department, so that it is not practicable. Furthermore, the men in the car department when you made contracts asked for a 10-hour day, insisted on it. And it also meant that every man employed become a member of the organization—whatever organization it was in this federation—and they gave them 30 days' time after their contracts were entered into to join. And I also considered that meant the throttling of industrial freedom for the employee. I have always contended that any employee had a perfect right whatever—his inalienable right; he can belong to the union if he wanted to, or he can refrain from it if he wanted to, and that he should have the same right and privileges in the shop that the union men had. We never question a man when we are hiring him—or did before this—whether he was union or nonunion.

Chairman WALSH. Briefly, without going into detail, how did you start in the railroad service? Did you come up from the ranks or otherwise?

Mr. GRAHAM. From a machinist.

Chairman WALSH. You are a machinist?

Mr. GRAHAM. Yes, sir.

Chairman WALSH. What other official positions did you occupy until you got to the present one?

Mr. GRAHAM. What?

Chairman WALSH. What official positions have you held with the railroad company?

Mr. GRAHAM. Oh, I was foreman in various shops. I have worked both in railroad shops and in contract shops for the past 29 years, almost 30 years. I have either been foreman or master mechanic, or superintendent of motive

power. For the last 22 years, you might say—yes, 22 years—I have held the position as superintendent of motive power.

My present position I have occupied for 20 years. Two years prior to that I was in the same capacity on the Iowa Central. It was not—I did not have the title as superintendent of motive power there. It was general master mechanic. I do not assume to give the title as superintendent of motive power.

Commissioner AISHTON. I understood your testimony was that about two weeks' time in every year was occupied in negotiations on schedules with the organizations of the shop crafts?

Mr. GRAHAM. Well, when we first entered into that, about two weeks, but the first we went into was with the machinists in October, 1909, and I put in a little over a week with them at that time. Then came up next was the boiler makers, and I think I was there about two days with them. Then the carmen; no, the blacksmiths and then the carmen. These were easy after we had made a contract with the one; the others were practically the same.

Commissioner AISHTON. In other words, certain rules applied to—

Mr. GRAHAM (interrupting). The only difference there was was in the carmen; they asked for a 10-hour day. They wanted more time.

Commissioner AISHTON. How about the carmen? Carmen are not ranked as skilled laborers the same as machinists; they do not require the same degree of efficiency, do they?

Mr. GRAHAM. No; not as a general thing, except such as coach carpenters, upholsters, and painters.

Commissioner AISHTON. But on freight-car repairing?

Mr. GRAHAM. No; most anyone can build himself up to a freight-car repairer.

Commissioner AISHTON. Any man that can handle a hammer and saw and drive a nail can be a car repairer?

Mr. GRAHAM. In other words, it is not class work.

Commissioner AISHTON. That is all.

Chairman WALSH. That is all. Thank you. Please submit the data. You are excused permanently.

TESTIMONY OF MR. HENRY C. BAINING.

Chairman WALSH. Please state your name, address, and occupation.

Mr. BAINING. Henry C. Baining, 9437 Champlain Avenue, Chicago.

Chairman WALSH. Occupation?

Mr. BAINING. Truck builder.

Chairman WALSH. Are you a married man?

Mr. BAINING. Yes, sir.

Chairman WALSH. How many children have you?

Mr. BAINING. I have three.

Chairman WALSH. How long have you been married?

Mr. BAINING. Fifteen years.

Chairman WALSH. Are you employed at the present time?

Mr. BAINING. No.

Chairman WALSH. Where have you lived, during the period of your married life?

Mr. BAINING. In Chicago.

Chairman WALSH. Chicago?

Mr. BAINING. Yes.

Chairman WALSH. During the entire 15 years?

Mr. BAINING. Yes.

Chairman WALSH. You are a native of what place?

Mr. BAINING. Of the United States.

Chairman WALSH. Of what State of the United States?

Mr. BAINING. The State of Illinois.

Chairman WALSH. Did you ever work for the Illinois Central Railroad Co.?

Mr. BAINING. Yes, sir.

Chairman WALSH. How long did you work for them?

Mr. BAINING. Two years.

Chairman WALSH. What was your line of occupation?

Mr. BAINING. Truck building.

Chairman WALSH. What were your wages when you were working for them?

Mr. BAINING. Seventeen and seventeen and one-half cents an hour.

Chairman WALSH. And where did you work for the company?

Mr. BAINING. I worked as a pipe-fitter helper.

Chairman WALSH. Where?

Mr. BAINING. At the Illinois Central, Burnside.

Chairman WALSH. What shop?

Mr. BAINING. Burnside shop.

Chairman WALSH. Do you remember, was your pay increased during the time you were there?

Mr. BAINING. It was, after I changed into truck building.

Chairman WALSH. What did you get as a truck builder?

Mr. BAINING. Well, I was working piecework and daywork. I was getting 19 cents an hour daywork.

Chairman WALSH. What was your average monthly pay check when you were making 19 cents an hour?

Mr. BAINING. About thirty-five to thirty-six a month.

Chairman WALSH. About what?

Mr. BAINING. Thirty-five to thirty-six a month.

Chairman WALSH. Thirty-five to thirty-six dollars a month?

Mr. BAINING. Yes; but we got piecework between that.

Chairman WALSH. What?

Mr. BAINING. We got piecework that made an average of about \$55 a month.

Chairman WALSH. So your total average amounted to about \$55 a month?

Mr. BAINING. Yes.

Chairman WALSH. What house rent do you pay?

Mr. BAINING. Fifteen dollars a month.

Chairman WALSH. What would your grocery and meat bills average?

Mr. BAINING. Oh, they would average \$20, \$22, or \$23 a month.

Chairman WALSH. Have you figured it up so you could give it with any degree of accuracy?

Mr. BAINING. No; I have not.

Chairman WALSH. How do you get at it being \$22 or \$23 a month?

Mr. BAINING. Well, some months, of course, it would be that we would buy, in wintertime, we could buy a little more meat in the piece more than we could in the summer, because it kept better and longer, and you could buy a bigger piece and you could get it cheaper than in the summer.

Chairman WALSH. Is your life insured?

Mr. BAINING. It is not now; it was.

Chairman WALSH. It is not now?

Mr. BAINING. No, sir.

Chairman WALSH. During the time you were working, did you carry insurance on your life?

Mr. BAINING. Yes.

Chairman WALSH. In what company?

Mr. BAINING. I was in the Independent Order of Affairs, the Canadian Order of Affairs.

Chairman WALSH. How much insurance did you carry?

Mr. BAINING. One thousand dollars.

Chairman WALSH. Approximately, what premium did you pay?

Mr. BAINING. One dollar and fifty-five cents.

Chairman WALSH. Was your wife and children insured?

Mr. BAINING. Yes, sir.

Chairman WALSH. Your children?

Mr. BAINING. My children, they carried theirs in an insurance policy, the Metropolitan.

Chairman WALSH. Industrial insurance company?

Mr. BAINING. No.

Chairman WALSH. In the Metropolitan?

Mr. BAINING. Yes.

Chairman WALSH. Was your wife insured, also?

Mr. BAINING. Yes, sir.

Chairman WALSH. What did her insurance cost?

Mr. BAINING. Her insurance, she was in a Catholic order; some months it would be cheaper than others, but it was an average of about \$1.05 a month.

Chairman WALSH. Does she still carry insurance?

Mr. BAINING. No, sir.

Chairman WALSH. What did it cost for the insurance of your children?

Mr. BAINING. Well, it cost 60 cents a week.

Chairman WALSH. Did your house rent include fuel and light, or either one?

Mr. BAINING. Yes, sir.

Chairman WALSH. How much did you pay for your house rent, you say?

Mr. BAINING. Fifteen dollars a month.

Chairman WALSH. And was the house heated, or do you live in an apartment?

Mr. BAINING. I heated the house myself.

Chairman WALSH. You heated it?

Mr. BAINING. Yes.

Chairman WALSH. Did you have to buy fuel in addition to your house rent?

Mr. BAINING. Yes.

Chairman WALSH. And what did that cost, was my first question; what did your fuel cost?

Mr. BAINING. It cost about \$7.75 per ton for coal.

Chairman WALSH. What sort of coal?

Mr. BAINING. Hard coal.

Chairman WALSH. How much coal did you burn per year?

Mr. BAINING. Oh, about 7 tons.

Chairman WALSH. About 7 tons?

Mr. BAINING. Yes, sir.

Chairman WALSH. What were your milk bills per month?

Mr. BAINING. We got a quart of milk every day, at 8 cents a quart.

Chairman WALSH. Have you figured out what it cost you to live during this time? You say your house rent was \$15; my recollection is your grocery bill was \$22.

Mr. BAINING. Yes.

Chairman WALSH. And insurance for yourself, how much?

Mr. BAINING. One dollar and fifty-five cents.

Chairman WALSH. Insurance for your wife, how much?

Mr. BAINING. One dollar and five cents.

Chairman WALSH. And insurance for the children?

Mr. BAINING. About 60 cents.

Chairman WALSH. About 60 cents a what?

Mr. BAINING. A week.

Chairman WALSH. Did you have three of them insured?

Mr. BAINING. Two of them. I didn't have the third one then.

Chairman WALSH. I don't understand that 60 cents a week; 60 cents a week for the two children?

Mr. BAINING. Yes; 15 cents a week apiece.

Chairman WALSH. Fifteen cents a week each?

Mr. BAINING. Yes.

Chairman WALSH. How did you light your house?

Mr. BAINING. With gas.

Chairman WALSH. What did it cost you per month for gas?

Mr. BAINING. Our gas bill ran about \$2.50 to \$2.60 a month.

Chairman WALSH. And the milk, how much per month?

Mr. BAINING. Oh, about \$2.40—something like that.

Chairman WALSH. How often did you have to buy shoes for your children?

Mr. BAINING. About every six weeks.

Chairman WALSH. As I figure the actual expense, it is \$50.58 per month. How often do you buy a new suit of clothes for yourself?

Mr. BAINING. I haven't bought one yet.

Chairman WALSH. What is that?

Mr. BAINING. I didn't buy one in six years.

Chairman WALSH. Didn't buy a suit of clothes in six years?

Mr. BAINING. No, sir.

Chairman WALSH. Did you get any help from any other member of your family? Did you wife work?

Mr. BAINING. Yes, sir.

Chairman WALSH. At what occupation?

Mr. BAINING. She took in two boarders.

Chairman WALSH. Kept two boarders?

Mr. BAINING. Yes, sir.

Chairman WALSH. You say that you at some period did piecework?

Mr. BAINING. Yes, sir.

Chairman WALSH. I wish you would describe what the change was from daywork to piecework; what was it; how was it changed to piecework?

Mr. BAINING. It is in the daywork, piecework; when you work piecework you have to work hard, slave; when you work daywork you didn't have to work quite as hard; didn't have to work quite as hard.

Chairman WALSH. What was the difference in your compensation, in pay?

Mr. BAINING. Well, quite a bit of difference.

Chairman WALSH. How much did you make when you were on piecework?

Mr. BAINING. On piecework, from 35 cents an hour.

Chairman WALSH. What would your pay check amount to when you were on piecework?

Mr. BAINING. Well, it would come up to, some months, come up to as high as \$60 to \$65 a month.

Chairman WALSH. Would you prefer to work on a piecework basis, or on the hour basis?

Mr. BAINING. Well, I would prefer on the hour basis.

Chairman WALSH. Why?

Mr. BAINING. I would not be so tired when I got home, when I got through with our work.

Chairman WALSH. Well, were you more tired on the piecework system than you were on the hour system?

Mr. BAINING. Yes, sir.

Chairman WALSH. Did you observe any particular effect that it had upon your health?

Mr. BAINING. Well, the only thing I found out was it reduced me—in two years' time it reduced me 11 pounds.

Chairman WALSH. You were 11 pounds lighter?

Mr. BAINING. Yes, sir.

Chairman WALSH. Were you ill at any time during the time you were on piecework?

Mr. BAINING. No; I was not exactly ill.

Chairman WALSH. Now, in what manner—you say you were required to speed up—in what manner were you required to speed up?

Mr. BAINING. If we were working on a kindle-truck frame, put 44 rivets on a kindle, and if an ajax truck, we put 18. And he would run behind with the heavy rivets, and the ajax truck, they would put us back. On the kindle truck we could knock them out quicker than we could the ajax, and we used to get quite a bunch of ajax trucks, and they are a heavier truck frame than the kindle-truck frame.

Chairman WALSH. I want to get what other facts you have upon which you base your conclusion that they speeded you up? Was there a time study made of the time of the different operations performed?

Mr. BAINING. Well, we had only so many hours—we had so many hours—we had nine hours to work in—and wanted to get our day's work out.

Chairman WALSH. Well, who set the task? Who set the amount of work that was to be done?

Mr. BAINING. Why, there was nobody—

Chairman WALSH. Nobody set it? • •

Mr. BAINING. No.

Chairman WALSH. You did not have any time study?

Mr. BAINING. No.

Chairman WALSH. You did not have any bonus?

Mr. BAINING. No, sir.

Chairman WALSH. How old are your children?

Mr. BAINING. Well, one is 13, the oldest; the other will be 10, and the baby will be 2 in May.

Chairman WALSH. Do both of the older ones go to school?

Mr. BAINING. Yes, sir. •

Chairman WALSH. Where do you live in the city? How far from the center of the city?

Mr. BAINING. I live at Ninety-fifth Street.

Chairman WALSH. Do you have any expenses for car fare?

Mr. BAINING. I do now. When I go out looking for work anywhere.

Chairman WALSH. I mean, when you were working, did you have any expenses for car fare?

Mr. BAINING. No, sir.

Chairman WALSH. Did you go out on the strike?

Mr. BAINING. Yes, sir.

Chairman WALSH. When?

Mr. BAINING. I think it was the 30th of September.

Chairman WALSH. What have you done since, Mr. Baining?

Mr. BAINING. Oh, I have been knocking around, doing little odds and ends of jobs, doing repair work and digging garden and—oh, little jobs that I could do, like building fences and painting sheds, and so forth.

Chairman WALSH. Have you undertaken to get regular work?

Mr. BAINING. Well, I have worked out in Hegewisch a while and out in Pullman off and on, and work two or three months and then get laid off and shut out again.

Chairman WALSH. I was going to ask you how long a period of permanent employment have you had since you went out on a strike?

Mr. BAINING. I worked about eight months steady.

Chairman WALSH. Did you consider the possible consequences to yourself and family of going on a strike, Mr. Baining, before you went out?

Mr. BAINING. Yes, sir.

Chairman WALSH. What determined in your mind, finally, the fact that you would go out?

Mr. BAINING. Why, to get better terms.

Chairman WALSH. Were you a member of the craft organization during all the time you were on the Illinois Central?

Mr. BAINING. No; not all the time. I was in the last six or seven months—last eight months that I worked there.

Chairman WALSH. Had you belonged to any union prior to that time?

Mr. BAINING. Yes; the car workers.

Chairman WALSH. What was the nature of your employment prior to the time that you worked on the Illinois Central? Had you been with any other railroads?

Mr. BAINING. No, sir.

Chairman WALSH. That was your first employment with a railroad?

Mr. BAINING. Yes, sir.

Chairman WALSH. What had been your employment prior to that time?

Mr. BAINING. Before I went to work for the railroad?

Chairman WALSH. Yes, sir.

Mr. BAINING. Drop-forge worker.

Chairman WALSH. What company did you work for immediately before?

Mr. BAINING. I worked for the Union Drop Forge over on Ohio and Orleans.

Chairman WALSH. Were you married, in Chicago?

Mr. BAINING. Yes, sir.

Chairman WALSH. At this point we will stand adjourned until 2 o'clock, and please be here at 2 o'clock, Mr. Baining. Somebody may have some questions to ask you.

(Thereupon, at 12.30 o'clock p. m., a recess was taken until 2 o'clock p. m., of this Saturday, April 10, 1915.)

AFTER RECESS—2 P. M.

Chairman WALSH. Please take the stand again, Mr. Baining.

Mr. Aishton, did you desire to ask Mr. Baining any questions?

Commissioner AISHTON. No, sir; I did not. I think Mr. Ballard had a question to ask of the witness.

Chairman WALSH. Mr. Ballard has a few questions he would like to submit to you.

Commissioner BALLARD. I will just ask you—you say while you were working at this shop your wife had two boarders?

Mr. BAINING. Yes, sir.

Commissioner BALLARD. What did they pay per week?

Mr. BAINING. Four and one-half dollars per week.

Commissioner BALLARD. Apiece?

Mr. BAINING. Yes, sir.

Commissioner BALLARD. The two paid \$9 a week, and that amounts to nearly \$40 a month that your wife got?

Mr. BAINING. Yes.

Commissioner BALLARD. You say you struck because you wanted to get better conditions and better wages?

Mr. BAINING. Yes, sir.

Commissioner BALLARD. Who persuaded you to strike?

Mr. BAINING. Who persuaded me to strike?

Commissioner BALLARD. Yes, sir.

Mr. BAINING. My own conscience.

Commissioner BALLARD. You thought that you were not getting enough?

Mr. BAINING. I didn't think I was—I was getting enough, but I was not treated right.

Commissioner BALLARD. How long ago was that?

Mr. BAINING. Four years the 30th of December.

Commissioner BALLARD. Have you ever had as good a job since?

Mr. BAINING. Yes.

Commissioner BALLARD. You did not keep it, though?

Mr. BAINING. I could not hold it on account of bad times.

Commissioner BALLARD. And you have none now?

Mr. BAINING. No, sir.

Commissioner BALLARD. That is all.

Chairman WALSH. That is all; thank you, Mr. Baining. You will be permanently excused.

Mr. Fuller. Is Mr. Fuller in the room?

TESTIMONY OF MR. C. E. FULLER.

Chairman WALSH. State your name, please.

Mr. FULLER. C. E. Fuller.

Chairman WALSH. What is your business?

Mr. FULLER. Superintendent of motive power of the Union Pacific Railroad.

Chairman WALSH. Please describe your duties as superintendent of motive power of the Union Pacific?

Mr. FULLER. General supervision of all matters pertaining to the maintenance of equipment and mechanical matters.

Chairman WALSH. Did you hold the same position in 1903?

Mr. FULLER. Not on the Union Pacific.

Chairman WALSH. What position did you hold with the Union Pacific in 1903?

Mr. FULLER. I was not with the Union Pacific in 1903.

Chairman WALSH. I wish you would tell us what your various employments—official employments—have been, commencing with this one; you have already stated that, but go backward for the last 10 or 15 or 20 years.

Mr. FULLER. Do you want me to go backward or begin at the beginning?

Chairman WALSH. Go backward—whichever way you please.

Mr. FULLER. Well, prior to being on the Union Pacific I was superintendent of motive power of the Chicago & Alton Railroad; prior to that assistant superintendent of motive power of the Erie.

Chairman WALSH (interrupting). How long were you with the Chicago & Alton?

Mr. FULLER. A little over five years. Then I was assistant mechanical superintendent of the Erie for about three years; superintendent of motive power of the Central of Vermont for eight years prior to that; prior to that master mechanic of the Erie for about three years; prior to that apprentice—mechanical engineer, machinist, roundhouse foreman, and general foreman of the shops of the Vandalla.

Chairman WALSH. Could you tell us, as a matter of history of the Union Pacific, what the causes of the strike of 1903 were and how it was settled?

Mr. FULLER. I know very little of the trouble with the Union Pacific at that time. I learned more about it to-day than I really ever have known before; it seems to have been some kind of piecework introduction.

Chairman WALSH. But you have no personal knowledge of it?

Mr. FULLER. I have no personal knowledge.

Chairman WALSH. Any more than we have already learned here?

Mr. FULLER. Yes.

Chairman WALSH. Very good. State what craft unions you have dealt with prior to the strike of 1911, how the contracts and agreements were made, what time it took to make them, and the typical points of difference that were raised at such conferences; in other words, in hurrying to let some of you gentlemen off, I wish you would epitomize the things as you have heard them put to the other witnesses.

Mr. FULLER. The conferences with the crafts were principally with the machinists, blacksmiths, and carmen. The conferences were on wages, as well as conditions prevailing in the shops. The last conference I had, as I re-

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member, with the machinists, took three days and one-half, with the boiler makers or blacksmiths about a day or a day and a half, and with the carmen about a day.

Chairman WALSH. And what were the points you say that came up, just wages?

Mr. FULLER. Simply wages and conditions under which the men worked in the shops.

Chairman WALSH. What was your first notification from the newly organized federation that there had been such a federation formed?

Mr. FULLER. In the latter part of June or the early part of July, 1911, I received a communication from our machinists by Mr. Grace and from our carmen through their secretary, Mr. Tucker, and from the boiler makers from—I forget his name—and two communications from outsiders, from California, representing themselves as covering the blacksmiths and the shop federations on the Harriman lines, by John Scott. I will file these if you wish with the correspondence and their schedules.

Chairman WALSH. I wish you would.

(The witness submitted the correspondence referred to. It appears among the exhibits at the end of this subject as "Fuller Exhibit.")

You spoke of schedules. You mean schedules of demands that they had?

Mr. FULLER. Schedules of demands, including wages and conditions.

Chairman WALSH. Could you give us the substance of the demands that were contained in this schedule that were not usually contained in schedules of the craft unions, if any?

Mr. FULLER. The closed shop was the principal one, giving us notice that within 30 days any employees who did not belong to the crafts would be given 30 days to join on the signing of the agreement.

Chairman WALSH. Was there a request accompanying it to the effect that the dues of the members should be kept out of their pay by the company?

Mr. FULLER. No request of that kind has ever been made to our knowledge.

Chairman WALSH. Please state the substance of what was your reply.

Mr. FULLER. I would like to read this. They were practically all the same with the exception of one to the men in California. I replied on the 29th of July to Mr. Grace as follows [reading]:

"Your favor of June 30 received, and in reply would advise that if a committee of machinists desire to meet me to discuss the machinists' working rules I will be very glad to arrange for a meeting with such committee as in the past, but can not accede to the request to meet with other crafts at the same time."

I replied to Mr. Scott on July 29, in California [reading]:

"Your letter under date of 27th received, and in reply beg to advise that it has always been the policy of this company to deal directly with its own employees and we can not see our way clear to deviate from this practice. If any classes of our employees desire a change in their present working rules and schedules, they fully understand that upon their direct request they will be given a hearing and full consideration."

Chairman WALSH. Now, did you have any other communications with men prior to the strike?

Mr. FULLER. My letters were the last that I have heard in any way, shape, or form.

Chairman WALSH. Why were the demands contained in the request objected to by you?

Mr. FULLER. The closed shop was the principal objectionable feature and their desire to meet as a federated body.

Chairman WALSH. How was the policy of your line and of the other lines, the Harriman lines, determined toward this proposition? Just state whether any conferences were had with any other officials or any correspondence, the substance of any correspondence that took place between you.

Mr. FULLER. There was no correspondence to my knowledge. We did in the summer ascertain whether or not the crafts on the other lines had made the same request and were informed they had. After that there was nothing done, there was nothing that came up. We waited from in July until the strike was called to see whether they would come to us locally or not. They did not.

Chairman WALSH. Did you make any effort to meet the men and discuss the new question raised by the federated trades?

Mr. FULLER. We did not.

Chairman WALSH. Was there any effort made by either side to bring about mediation, conciliation, or arbitration?

Mr. FULLER. Not that I know of. As time went on, I was approached by a good many of the men to explain what the situation was. It was plain that very few of them knew exactly what this federated movement meant. And on August 28, 1911, I issued the following letter, which I would like to read, if you care to hear it.

Chairman WALSH. I wish you would.

Mr. FULLER [reading]:

"OMAHA, NEBR., August 28, 1911.

"To all shop employees of the Union Pacific Railroad Co.:

"In view of the rumors of an impending strike on the part of shop employees of Union Pacific Railroad Co., growing out of certain demands of the federation of shop employees of all the Harriman lines, it is deemed important that the men fully understand the exact character of the demands which are made upon the company and of the situation in which it places the shop employees themselves. The company therefore presents to you a concise statement of the principal demands made by the federation, together with a number of reasons showing why the demands are not fair and should be withdrawn.

"1. It is demanded that the Union Pacific Railroad Co. shall no longer treat directly with its own employees, or its own crafts or organizations, but that it shall deal with a federation of shop employees consisting of workmen employed upon the Southern Pacific, Oregon Short Line, Oregon-Washington Railroad & Navigation Co., and other Harriman lines, including the Union Pacific.

"This company submits for consideration whether it would be wise in view of the friendly relations now existing between the company and its men, relations which are constantly improving, to disrupt the ties that bind together the company and its employees for the mere purpose of meeting the demands of workmen engaged upon other roads, whose interests are entirely separate and distinct from those of the employees of the Union Pacific Railroad Co.

"2. The demand is made that the company stop treating with the separate mechanical crafts of its employees and that it deal with a federation of craftsmen engaged in shopwork, consisting of machinists, blacksmiths, boiler makers, car-department employees, and others.

"This company has had schedules with its various crafts, each of which works under conditions peculiar to itself, and the relations in so dealing with the crafts have been pleasant and satisfactory. The result of this demand, if granted, would be that certain crafts would have the privilege of insisting upon demands for other crafts, which might involve matters in direct conflict with the interests of the individual crafts.

"3. The demand is made that the men in charge of mechanics must be mechanics.

"In other words, that foremen must belong to their organization, because in order to be a mechanic under the proposed rules an employee must be a member.

"4. The demand is made that the competency of employees entering the service shall be determined within 30 days.

"Under such a rule, if a workman was found to be incompetent after 30 days' service he could not be discharged on that ground.

"5. It is demanded that employees shall not be requested to undergo any form of physical examination or make out any form of personal record.

"The enforcement of such a rule would prevent the company from ascertaining the actual truth as to the physical, moral, and other qualifications of the men it seeks to employ.

"6. It is demanded that men shall not be required to work on engines outside of shops in bad weather; that no work shall be done on engines undergoing repairs until they have been cleaned; and that roundhouses shall be piled within 90 days, in order to carry away the steam blown out of engines.

"As to these demands it must be apparent, first, that there are times when it is absolutely necessary to have certain repairs done on engines outside of the shops in bad weather, and an absolute rule forbidding it would materially interfere with the service which the public is entitled to have; second, it must also be obvious that it is impossible to always clean the engines before any repair work is done upon them. The enforcement of such a rule would frequently prevent the use of a locomotive when imperatively needed to clear up a congestion of traffic; third, the company is piping all of its new roundhouses for the purpose of carrying away steam blown off from engines and within a reasonable time all of its roundhouses will be so equipped. The company is improving the physical condition of its prop-

erty as fast as circumstances will permit. The present excellent condition of its railroad, including buildings, speaks for itself.

"7. The demand is made that a workman be not discharged or suspended without the previous consent of a committee of shop employees.

"The enforcement of such a rule would deprive the company of the power to maintain discipline.

"8. It is demanded that employees in outlying districts be given leave of absence and transportation upon 10 days' demand without regard to the needs of the company or the number of applicants asking for leave at the same time, or the ability of the company to furnish substitutes.

"9. It is demanded that all present and future employees not members shall join the organization making the demands in 30 days.

"This means, of course, the discharge of all employees who will not or can not obtain membership in the organization.

"10. The adoption of a rule is demanded which will result in the promotion of the oldest man in a given shop to the position of foreman whenever a vacancy occurs.

"The enforcement of such a rule would mean not only that the company would be deprived of the privilege of selecting its own officers, but in addition thereto might mean the selection of a foreman who was utterly incompetent to direct the labors of other employees however skillful he might be as a workman under the supervision of some other foreman.

"11. The demand is made that employees who are sent to the hospital for injuries or sickness shall remain there as long as the patients and the members of their organization think it necessary, regardless of the views of the experienced surgeons in charge.

"12. It is demanded that all employees be paid by the hour, abolishing all monthly bonus or premium systems of compensation, notwithstanding the fact that some of the crafts in the past have requested the bonus system, which has enabled them to make high premiums over their daily wages.

"13. The demand is made for a flat increase of 7 cents per hour and a bonus of one hour per week for all shop employees, and in addition thereto other methods of increasing the compensation for time worked, which, in the aggregate, would increase the expenses of Union Pacific Railroad Co. alone \$1,500,000 per year.

"Attention is called to the fact that Union Pacific shop employees have received two general increases in pay since 1906, averaging an increase of 15 per cent for all shopmen; the rate of skilled mechanics being raised in this period from a minimum of 34 and a maximum of 37 cents to a minimum of 40 and a maximum of 43 cents per hour. The present rate of pay is generally higher than on other roads in our territory.

"With the business of the country rapidly declining, having held the re-trenchment of forces longer than other lines in the same territory, this company deplores the present situation when it has striven so hard in the past to do as well or better than its neighboring competing lines in the matter of wages and expenditures to provide better shop facilities. It would therefore seem unwise and unjust in view of the treatment heretofore extended that the men should at this time inject a condition that further reduces prosperity and employment.

"This company feels that it has no right to present demands to its employees that are unreasonable or unfair, and it feels that the shopmen have no right to present to it, particularly at this time, conditions that are unfair. On the other hand, it feels that it ought to have the support and encouragement of its shopmen instead of embarrassment and attack.

"Attention is called to the fact that in the new shops at Omaha and in all the shops being erected upon the line in other places the most modern sanitary devices and other modern improvements are being installed, and that everything possible is being done to increase the comfort and convenience of the workmen which it gives the company pleasure to do.

"The employees of the company are also reminded that a pension system has been adopted for their benefit which provides for liberal compensation and free transportation during old age, and that many of the shopmen are now on the pension roll and many others are nearing the age when they will be entitled to such benefits.

"The company has endeavored to treat its employees with consideration and fairness, and now that it is struggling with the burdens of adverse legislation, rate reductions, material tax increases, and a large reduction in earnings, due

to depressed business conditions throughout the country, it submits for the candid consideration of its shopmen whether it is not unwise for them to be making demands which the company can not meet and producing conditions which may result in the utter demoralization of business conditions, curtailed employment, and in hardship and suffering for themselves and their families.

"The management will continue as heretofore to meet its employees of the respective crafts in such conferences as may be mutually agreed to and as heretofore advised."

Chairman WALSH. Were there any other efforts made to forestall or advise against the strike?

Mr. FULLER. I think what effort was made was made by the officers, who came in contact with the men from time to time.

Chairman WALSH. Was there then a concerted effort on the part of the company's officials to avert the strike?

Mr. FULLER. No; there wasn't any concerted action. The conditions on the Union Pacific railroad were as near a family condition as you could possibly find. The most harmonious relation existed between employees and employer. The men were free to talk to me wherever I went and as free to talk to their immediate officers. And what prompted this letter was the fact that so many men, as I went over the line, and the officers called my attention to the fact that the men were not familiar with the situation, and we felt that it was our duty to place the facts before them in as concise a form as possible, and then let them use their best judgment.

Chairman WALSH. Were there any preparations made for the strike prior to the strike—

Mr. FULLER (interrupting). None whatever.

Chairman WALSH (continuing). That is, the employment of strike breakers, building of stockades—

Mr. FULLER (interrupting). None whatever.

Chairman WALSH (continuing). And fences?

Mr. FULLER. None whatever.

Chairman WALSH. Briefly state what was done afterwards as to the employment of guards. How many were employed, and how did you obtain them, and all that—the same as you have heard asked some other witnesses?

Mr. FULLER. At the time of the shop strike we of course used every effort to fill our shops with competent men. I sent a man of my staff to Chicago, who examined and employed practically all the men employed at that point, with the assistance of others that he picked up. We commenced at once to also employ natives—men who lived in the towns where our shops were located—and for the first three months—October, November, and December—we employed about 50 per cent of the number of men that went out; that is, outside. We then employed, as I say inside, in their town, clerks, druggists, soldiers, street car drivers, motormen—I guess we have got every profession there is in our shops to-day—young men that wanted to learn the trade. We took them in and educated them, until we have got practically 90 per cent natives of the towns through which the road runs. We employed guards—not that we had any knowledge of what might occur, but we felt it wise to protect our property and to protect our men. We are very happy to say that it was the best investment ever made, because we did not need them. Our men who went out on strike conducted themselves, as a general thing, in a gentlemanly manner. We employed about 400 guards and distributed them over the different sections of the railroad. These men were employed in towns along the line of the road in most cases. A few were got—I think there were 12 brought from Chicago; I think they were the first guards that were employed—they were all at Omaha.

Chairman WALSH. What steps did you take to give publicity to the company's side of the case?

Mr. FULLER. We didn't do very much. I had an awful time to keep from giving it. I was requested first by the boards of trade and commercial clubs to give a statement; but what to give, we did not know; and finally we formulated this letter that we sent to the shopmen, and we handed that to the commercial men and to the boards of trade who asked for it in the different towns, and we then gave it to such papers as asked for it. That is the only newspaper article that appeared, to my knowledge, from the time of the strike up to the present time that was given by the railroad company.

Chairman WALSH. Was there any effort made to blacklist the men that went on strike, to keep them from obtaining employment?

Mr. FULLER. Not to my knowledge; no, sir.

Chairman WALSH. Did you have any knowledge of strikers being denied the privilege of working for contractors engaged in the construction of round-houses on your road?

Mr. FULLER. Not to my knowledge.

Chairman WALSH. Do you know of any of them being denied the privilege of working at the company's ice plants, cutting ice, while the strike was going on?

Mr. FULLER. Not to my knowledge.

Chairman WALSH. Did you use any effort with the merchants in the towns along your road to induce them to refuse credit to the strikers along the line?

Mr. FULLER. Not to my knowledge. I will say, very frankly, that we absolutely refrained from in any way interfering with our ex-shop employees. We felt they were citizens and they had a right to leave our service, and felt that in doing that they did not place themselves where we had any right to interfere with them, and we have not done it.

Chairman WALSH. Have the wages been increased or reduced since the strike?

Mr. FULLER. The wages have been increased since the strike. In July, 1913, we gave all shop employees voluntarily an increase.

Chairman WALSH. Will you please give me the rate of pay? First, describe what increase you gave them and to what character of employees it applied.

Mr. FULLER. We gave every employee in the shop, every class of labor, 1 cent increase.

Chairman WALSH. One cent per hour?

Mr. FULLER. Yes; 1 cent per hour. That was July, 1913.

Chairman WALSH. What was the pay to the shop clerks?

Mr. FULLER. I don't know what you mean by "shop clerks." Do you mean the clerks that worked in the shops?

Chairman WALSH. Yes.

Mr. FULLER. It runs from, I think, \$60—there may be a few at \$50—I think it runs from \$60 to \$125, depending on the duties and the hours that they work—whatever the shops work; if the shops are working eight hours, they work eight hours, and if the shops work nine hours, they work nine hours.

Chairman WALSH. What do the shops work?

Mr. FULLER. At the present time the shops work eight hours a day, with the exception of the car department, which works nine hours.

Chairman WALSH. What are car builders and repairers paid?

Mr. FULLER. Car builders and repairers were paid from 21 to 26 cents an hour.

Chairman WALSH. And they got the increase you mentioned?

Mr. FULLER. Yes, sir; and I will give the figures before or after, whichever you prefer.

Chairman WALSH. Give them at the present time.

Mr. FULLER. From 21 to 26 cents an hour.

Chairman WALSH. And the blacksmiths?

Mr. FULLER. The blacksmiths get from 41 to 44 cents an hour.

Chairman WALSH. And the machinists?

Mr. FULLER. They get from 41 to 44 cents an hour.

Chairman WALSH. And the boiler makers?

Mr. FULLER. From 41 to 44 cents an hour.

Chairman WALSH. How does the efficiency of your present force of shopmen compare with the force prior to the strike?

Mr. FULLER. We consider our present efficiency as equal in every respect.

Chairman WALSH. Commissioner O'Connell has a few questions to ask you.

Commissioner O'CONNELL. I want to ask a few questions.

Chairman WALSH (interrupting). I want to ask a question or two first.

Did your company sue out any injunctions?

Mr. FULLER. We did not.

Chairman WALSH. Were there any fatalities during the strike—any persons killed on the Union Pacific?

Mr. FULLER. Mr. Grace said yesterday a watchman was killed. I remember something of that kind. I would not say it is so, but I guess he is correct, for I heard something of that kind; that is the only one.

Chairman WALSH. I believe the Omaha tornado occurred during this strike?

Mr. FULLER. The Omaha tornado occurred on Easter Sunday, 1913. It was a very disastrous affair, destroying hundreds of houses—I guess I might say thousands—and killed about 140 or 150 people, making a path through the city about half a mile wide and about 8 miles long.

Chairman WALSH. Was there any assistance rendered to your company by these strikers following the tornado?

Mr. FULLER. There was.

Chairman WALSH. Just describe what it was, please.

Mr. FULLER. On Monday morning I had a check made of every employee in the motive-power department to see if they were on duty and sent out about 150 men with instructions to locate those absent and report their condition, whether they or members of their families had been injured, and whether their property had been destroyed, and by 1.30 we had a very complete report. When the report came in we heard of some of our old employees who were in distress, and we immediately sent men to their homes or where they were stopping, and we checked all employees that were injured, whether in the service then or prior to the strike. We gave assistance to all our employees, both in money, furniture, fuel, grocery supplies, and everything, and even rented rooms for them. We did exactly the same for the former employees; some of them would not take it; others did. We gave them money if money was needed. If they wanted groceries, we sent them groceries. We sent them coal. We sent them anything they wanted, which was done independent of the city's relief. The city had a relief committee out, but we felt an interest in these boys. I was in the tornado zone myself, and my house was badly damaged, but no one in the house hurt. The railroad and the employees donated their money freely, and we raised a very handsome fund, which was distributed to our employees who suffered, as well as the old employees. Some of the old employees, as stated, would not take it. I do not know why, but presume they felt they did not want to take it; others took the relief.

Chairman WALSH. What was your original service with the railroad company, Mr. Fuller? How did you start in the railway service? Did you rise from the ranks of the mechanics, or how?

Mr. FULLER. I worked a year for nothing, to get a start in the drawing room of the Vandalla Railroad, and after serving four years in the drawing room and becoming chief draftsman, I then went into the shop and commenced at 50 cents a day to learn my trade, and served five years.

Chairman WALSH. What was the trade?

Mr. FULLER. I served through every branch of the mechanical department; I went to every department of the shop—machine shop and blacksmith shop, roundhouse, and so forth and obtained as good a knowledge of the entire branch of the motive-power department as I could.

Chairman WALSH. Commissioner O'Connell would like to ask some questions.

Commissioner O'CONNELL. Just continuing that line, were you master mechanic at Olean, N. Y., at one time?

Mr. FULLER. No, sir; I was master mechanic at Jersey City.

Commissioner O'CONNELL. In this circular, Mr. Fuller, that was just read into the record, of which I have a copy, dated Omaha, Nebr., August 28, 1911, in the first paragraph in this circular it reads:

"It is demanded that the Union Pacific Railroad Co. shall no longer treat directly with its own employees."

I have also a copy of the agreement presented to the Union Pacific Co. by the workmen at that time, and I find nothing in that proposed contract that would indicate that there had been any such demand made on the Union Pacific Co.; can you explain that?

Mr. FULLER. In the letters received from the chairmen of the different committees, they requested that we treat with all of the crafts together; so it was the letters or requests in addition to the schedules presented that led us to form the conclusion that they wanted, not an individual craft schedule or conference, but a conference of the federated crafts.

Commissioner O'CONNELL. That is true, but that would not indicate, even though you were going to treat with them as joint crafts that they would not be employees of the company, would it? This indicates that some one outside of the service of the company would come down for that purpose.

Mr. FULLER. I am glad you asked that question, because I think you misunderstood Mr. Grace yesterday. We considered him always as an employee and always dealt with him very pleasantly, but when we got communications from such men as John Scott, secretary of the shop federation of the Harriman lines, at San Luis Obispo, Cal.; and from George L. Baker, secretary district 12, International Brotherhood of Blacksmiths and Helpers, we felt we were receiving communications from outsiders, because the Union Pacific Rail-

road has dealt with and handles all its matters as the Union Pacific Railroad. In other words, the superintendents of motive power of the different lines do not get together and determine what conditions prevail on any other lines; they are just as independent as though dealing with the Rock Island, as far as the shops are concerned.

Commissioner O'CONNELL. That construction might be put upon that by you, but I am speaking of the agreement presented by the men, joint agreement, covering all employees of the mechanical department; there is nothing in this agreement, if it should be made, that indicates you would have to deal with any other persons except those in your own employ, is there?

Mr. FULLER. No; I don't know that there is, so far as the boiler makers are concerned, so far as the carmen are concerned, or the pipe fitters; they did not present a schedule. The machinists presented a schedule, and one other craft that I have forgotten now; but the fact that in the case of the blacksmiths with whom we had a schedule that had been in successful and satisfactory operation, that we should be notified by an outsider instead of the local president of the blacksmiths' union, and that we received no requests from them but did receive them collectively from some one not in the employ of the Union Pacific Railway, made it look to us that way.

Commissioner O'CONNELL. In the third paragraph of your circular is this [reading]:

"Demand is made that the men in charge of the mechanics must be mechanics; in other words, the foreman must belong to the organization."

I do not find anything in that agreement to that effect, that the foreman must be a member of the organization.

Mr. FULLER. Clause 9 states that any employee who does not belong to the craft will be given 30 days to join it and at the expiration of 30 days we would not have anyone in our shop but members of one or the other organizations.

Commissioner O'CONNELL. Were any of your foremen members prior to the strike—were any of your foremen, prior to the strike, members of the organization?

Mr. FULLER. I think there were seven or eight foremen scattered over the road that were members, and I think there were others that were members that had cards not active; yes; I think we had a great many of our foremen that belonged to the organization in some way or other.

Commissioner O'CONNELL. In any conferences had with the organizations prior to the presentation of the present agreement, or the agreement latterly presented, was there any demand ever made by the individual organizations that the foremen should be members of the organization?

Mr. FULLER. Not to me; no, sir.

Commissioner O'CONNELL. In paragraph 5 of your circular, it says:

"Demand is made that the workmen be not discharged or suspended without previous consent of committee of shop employees."

Again, I do not find anything in the contract presented indicating any such request.

Mr. FULLER. Well, I think, Mr. O'Connell, it is the way you read it. That is what it means.

Commissioner O'CONNELL. That is your construction of it?

Mr. FULLER. Yes.

Commissioner O'CONNELL. In paragraph 10 it reads:

"The adoption of a rule is demanded, which will result in the promotion of the oldest man in the shop to the position of foreman whenever a vacancy occurs."

That is simply the application of the rule of seniority, isn't it, applying in all railroad service?

Mr. FULLER. Yes; but the application of seniority in the shop and on the road is entirely different. Seniority on the road is, if a man is not physically capable of performing the duty he would not be in the position he was; but take mechanics in the shop, we have a lot of them that are deaf and have afflictions, and we have not applied the physical and medical examination to our men to find out whether they were perfect in every particular; we have done very little of it, practically none, to tell the truth, and we have men who would not be competent as foremen.

Commissioner O'CONNELL. Then your idea is that the organization would demand, without regard to his physical or mental or productive ability, that he be promoted if a vacancy occurred?

Mr. FULLER. There is danger of it. We feel that we, as employers, should select our own officers; it leads up to a controversy.

Commissioner O'CONNELL. Is that general in the transportation service?

Mr. FULLER. What is that?

Commissioner O'CONNELL. In the promotion, do you select, for instance, an opportunity of a man advancing from driving a freight locomotive to running a passenger locomotive?

Mr. FULLER. No; seniority prevails.

Commissioner O'CONNELL. Why should not the same rule prevail in the mechanical department?

Mr. FULLER. It does not prevail from conductor to trainmaster or from engineer to road foreman of engines for exactly the same reason.

Commissioner O'CONNELL. In rule 12 [reading]:

"It is demanded that all employees be paid by the hour, abolishing all monthly bonus or premium systems."

Has it not always been the custom that the employees are rated by the hour?

Mr. FULLER. So far as the Union Pacific Railroad is concerned, it has been customary, but at one time it was not; well, I will answer that yes, as a general rule, but the pay by the hour means just what it says.

Commissioner O'CONNELL. It means to be rated so much per hour?

Mr. FULLER. It means to be paid by the hour. How could you pay them piecework, if you are going to pay by the hour? I can not conceive how we could stretch the point. If we pay by the hour, we pay on the hourly basis, a stipulated amount, while in piecework the men would make more, possibly make twice as much. Now, we could not pay it and live up to the letter of the contract.

Commissioner O'CONNELL. You have worked piecework on the Union Pacific?

Mr. FULLER. Yes, sir.

Commissioner O'CONNELL. To what extent?

Mr. FULLER. In the car department probably 50 per cent, in the boiler shop 25 per cent, in the blacksmith shop a little, I don't remember the percentage.

Commissioner O'CONNELL. Was it not the understanding some few years prior to the strike, that piecework was to be gradually eliminated by the Union Pacific by an adjustment?

Mr. FULLER. I don't know anything about it.

Commissioner O'CONNELL. Has piecework been increased or decreased during your administration?

Mr. FULLER. It has been to some extent decreased, because there were some operations that we did not want to continue piecework on.

Commissioner O'CONNELL. Do you know whether it was a general impression among the workmen in the mechanical department that piecework was to be eliminated, if not instantly, gradually eliminated?

Mr. FULLER. The only place I know was in the machine shop. The piecework in the machine shop, as I understand it, was eliminated along about 1903.

Commissioner O'CONNELL. The fact that piecework had not been eliminated entirely on the Union Pacific, is that not one of the causes that resulted in the strike?

Mr. FULLER. No, sir.

Commissioner O'CONNELL. One of the fundamental reasons?

Mr. FULLER. No, sir. We never had one question raised. In 1909 I asked the car department committee if they wanted to eliminate piecework. It was a serious question in my mind whether we wanted to continue. They signified they wanted to continue piecework. There have been no complaints. On the contrary, it has been requested.

Commissioner O'CONNELL. Are there any bonuses being paid the employees at this time?

Mr. FULLER. None whatever. Well, now, wait a moment. I don't know what you mean by bonus.

Commissioner O'CONNELL. Well, I mean outside of piecework.

Mr. FULLER. No; none whatever.

Commissioner O'CONNELL. Were there any bonuses promised the men who were employed to take the places of the men that went on the strike?

Mr. FULLER. None whatever.

Commissioner O'CONNELL. Did you have the same clause in the employment contract that was read here as being used in connection with the Illinois

Central, namely, that the workman who agreed to work for the Union Pacific would be compelled, if he quit his work before 30 days, he did so without compensation? In other words, the company could retain his compensation if it desired?

Mr. FULLER. No; we did not have that clause. We had a clause that they would stay a stipulated length of time in the service, which they did not do.

Commissioner O'CONNELL. Did not do?

Mr. FULLER. No. Some of them—no; some of them did not go to work at all.

Commissioner O'CONNELL. Suppose a man agreed to work 30 days and only worked 20 days. Under the contract, if you desired to do so, could you have withheld his pay for his wages.

Mr. FULLER. Not to my knowledge, we could not. You can't withhold any man's pay.

Commissioner O'CONNELL. Were the men known as strike breakers as they are commonly called—

Mr. FULLER (interrupting). Yes.

Commissioner O'CONNELL (continuing). They were housed in some places at some of the shops on the road, were they not?

Mr. FULLER. Yes. We had a very handsome shop that we turned over to them at Omaha, a brand new one.

Commissioner O'CONNELL. At the commissary in Omaha—the feeding department—were the men furnished liquors of any kind there?

Mr. FULLER. Absolutely not, at any place.

Commissioner O'CONNELL. At any place?

Mr. FULLER. Not on the railroad, not a drop.

Commissioner O'CONNELL. What did the commissary consist of?

Mr. FULLER. The commissary consisted of a kitchen and cooks and waiters who furnished meats, vegetables, bread, coffee, and things of that kind; the regular boarding house.

Commissioner O'CONNELL. And that was inside of the shop yards?

Mr. FULLER. That was inside of the shop yards and in a building.

Commissioner O'CONNELL. Fence around it?

Mr. FULLER. Well, wherever there was a fence around the plant, it was inside of the plant; where there was not a fence, it was on the outside; and in some places it was in cars, where there were only a few men.

Commissioner O'CONNELL. Were these men allowed to come and go from the boarding place?

Mr. FULLER. Yes; if they wanted to.

Commissioner O'CONNELL. Down to the city, if they desired?

Mr. FULLER. Yes.

Commissioner O'CONNELL. Were there guards kept at the commissary?

Mr. FULLER. There was a guard kept at all the large commissaries.

Commissioner O'CONNELL. Were there any disturbances occurring in any of these commissaries?

Mr. FULLER. I don't know of any disturbances. I don't know of any, Mr. O'Connell.

Commissioner O'CONNELL. Were the men observed as to whether they brought alcoholic liquors into the commissary?

Mr. FULLER. Yes; they were; and it was taken away from them.

Commissioner O'CONNELL. And were they punished in any way for having done so?

Mr. FULLER. No; if they were unruly, and we did not want them, we put them on the train and sent them back home where they belonged.

Commissioner O'CONNELL (interrupting). What was the requirement of a man seeking employment during the past two or three years, since the strike occurred on the road? Was there any particular examination made as to his mechanical ability?

Mr. FULLER. The same examination was made of those men, Mr. O'Connell, that is made to-day and was made before the strike. Yes, sir; we had competent men examine these men.

Commissioner O'CONNELL. Was there a physical examination?

Mr. FULLER. None whatever.

Commissioner O'CONNELL. Do you now make a physical examination?

Mr. FULLER. We do not; never have.

Commissioner O'CONNELL. Never have?

Mr. FULLER. Not to my knowledge—never made it—except the car inspectors, I think, for their hearing and eyes.

Commissioner O'CONNELL. Were there any funds kept from the salaries of the workmen on the Union Pacific for any purpose whatsoever—kept out of their wages by the company?

Mr. FULLER. There is a hospital fund.

Commissioner O'CONNELL. What is that?

Mr. FULLER. That is 50 cents a month.

Commissioner O'CONNELL. That is taken out by the company?

Mr. FULLER. Yes; turned over to the hospital fund; yes, sir.

Commissioner O'CONNELL. Is the fund under separate direction or under the direction of the officials of the Union Pacific Co.?

Mr. FULLER. Well, it is under the direction of the officials—comes under the medical staff.

Commissioner O'CONNELL. What did the workmen get in return for the 50 cents a month?

Mr. FULLER. They get medicine and surgical attention or medical attention and hospital service.

Commissioner O'CONNELL. They get attention for ordinary sickness?

Mr. FULLER. Yes; if they are injured they are attended to, or if they are sick they are attended to.

Commissioner O'CONNELL. Is there a report of any kind made by the parties in charge of the hospital service?

Mr. FULLER. I don't know as to that.

Commissioner O'CONNELL. Who is the chief surgeon?

Mr. FULLER. Dr. Jonas.

Commissioner O'CONNELL. Where is he located?

Mr. FULLER. Omaha.

Commissioner O'CONNELL. Have you his initials?

Mr. FULLER. A. F., I think; Dr. A. F. Jonas.

Commissioner O'CONNELL. What is the working agreement or arrangement under which the men now work?

Mr. FULLER. Exactly the same as it was before the walkout.

Commissioner O'CONNELL. You simply promulgated the former agreement?

Mr. FULLER. Yes, sir.

Commissioner O'CONNELL. By posting up in the shops?

Mr. FULLER. I don't know whether it is posted in the shop or outside. I don't know whether it was posted in the shop before or not, but the same rules and regulations govern.

Commissioner O'CONNELL. Now, the same articles agreed upon between your company and the workmen before the strike—

Mr. FULLER (interrupting). Yes.

Commissioner O'CONNELL (continuing). And general rules were agreed upon?

Mr. FULLER. Yes, sir.

Commissioner O'CONNELL. And have been put in force to cover employees?

Mr. FULLER. Yes.

Commissioner O'CONNELL. To cover all the employees?

Mr. FULLER. No; exactly the same; machinists' agreement, to the machinists; boiler makers' agreement, to the boiler makers; blacksmiths' to the blacksmiths; and carmen's to the carmen. No consolidation.

Commissioner O'CONNELL. Well, that portion that would apply generally, for instance, the hours of labor—that was promulgated as covering all employees—if there was a 9-hour or 10-hour day, as the case might be; all the rules that should apply generally to all workmen were so applied?

Mr. FULLER. They applied to the crafts as they did before. There have been no consolidation agreements in any way.

Commissioner O'CONNELL. There has been no conference or committee meetings of any kind between the officers of the company and the workmen now in the employ of the company?

Mr. FULLER. Not to my knowledge.

Commissioner O'CONNELL. If there was to be—if the company desired or you desired, as superintendent of motive power, to change the workings or hours and to post notice to that effect, would you do so without consultation with the men? And if you wanted to consult with the men, how would you proceed to do it? I take it they have no organization.

Mr. FULLER. Why, of course, if we were going to cut our wages, we—I think we would talk to the men about it. If we were going to increase it, as we did before, we didn't do anything; just posted it.

Commissioner O'CONNELL. I take it that would be acceptable?

Mr. FULLER. If we were going to make any change, for instance, in the machinists, why, we would call the machinists in and tell them what we were going to do—what we wanted to do.

Commissioner O'CONNELL. Would you have to select from them some representatives, or call them all in?

Mr. FULLER. Oh, no; probably not call them all in; but probably ask them to send in two or three representative machinists; let them pick their own men and then let them convey the information to the balance of them.

Commissioner O'CONNELL. If that mode of procedure was gone through and finally you agreed with those men who came in supposedly representing the others, and an understanding was reached and then later on put into effect, and then the men simply did not pay any attention to it, there would be no means of conferring by an organized method with them. Wouldn't it be rather a chaotic condition of affairs?

Mr. FULLER. We have not found it so so far, but very acceptable.

Commissioner O'CONNELL. The general experience that you have had as superintendent of motive power on a great number of roads, would that indicate or are you able to say whether strikes have been more numerous because of the greater number of organizations to treat with, or the greater number of business agreements because of so many different committees to meet that it might create friction? For instance, coming from the Erie Railroad—you said you were with that a while?

Mr. FULLER. Yes.

Commissioner O'CONNELL. I think you will probably remember that there has been considerable difficulty on the Erie Railroad system between the mechanical department and the company in years gone by?

Mr. FULLER. Yes.

Commissioner O'CONNELL. Do you think that might have been avoided by a general understanding with the employees rather than dealing with one to-day and another to-morrow, trying to adjust the different situations with each other?

Mr. FULLER. No; I do not think so. I believe the strike on the Erie was principally piecework, was it not?

Commissioner O'CONNELL. Yes.

Mr. FULLER. That is, the first strike was. I do not know what that last strike was, really, about.

Commissioner O'CONNELL. Hasn't it been the custom in railway service, in the transportation department, that the officials treat with, jointly or singly, as the case may be, the transportation organizations, and the question is never raised?

Mr. FULLER. To my personal knowledge, I have never known of any treating with the transportation department employees as a whole. There has been treating between the engineers and firemen, which we consider is the same as the machinist apprentice and his helper, because the fireman is the apprentice to the engineer. They are both at the head of the train, both perform the same function, one doing it and the other doing his share in learning the balance of the trade; so I think that is not a very fair comparison. I think that there is no reason why the engineer and fireman should not be handled together. But when you get into the shop crafts, it is a different thing.

Commissioner O'CONNELL. But they have dealt with them in a governmental way, and not only dealt with them as a transportation organization—transportation and mechanical. I have known of cases where there were 20 different organizations represented in the conference covering an entire territory over railroad service.

Mr. FULLER. Was it for wages, conditions, or some other subject?

Commissioner O'CONNELL. The question universally affecting all, say, wages.

Mr. FULLER. I believe, if my views are well founded, it would be a rather cumbersome manner and not very satisfactory either for the men or to the company to discuss wages and conditions with shopmen, trainmen, section men, clerks, officers. Personally I would like to have them include the superintendent of motive power once in a while.

Commissioner O'CONNELL. I have in mind a situation that occurred a few years ago, covering the southeast territory, of a meeting in Washington, in which the representatives of all the organizations employed by the railway system had threatened a reduction of wages.

Mr. FULLER. I think that is a little different.

Commissioner O'CONNELL. The matter was amicably adjusted with a committee from all the organizations.

Mr. FULLER. I don't know—

Commissioner O'CONNELL. Pardon me. If that had to be taken up with each organization at a time, it would have taken an immense amount of time, and then no satisfactory result having been reached some one organization might have gone on a strike. As it was, by bringing them together, if there was one that desired to strike where a large number probably would not, a great percentage, their influence would be against a strike.

Mr. FULLER. Well, I would not consider that it was objectionable if a general reduction of wages was made for the officers possibly to talk to the entire craft. It is an entirely different thing. Then I would not feel because that was done that we were establishing a precedent that they should deal jointly in other matters, because where it affects the whole—for if a general reduction is going into effect, why, it is a serious proposition, and I, very fortunately, have not been placed in that position where I either went up against a reduction or had to make a reduction like that.

Commissioner O'CONNELL. If the principle operates successfully, it would seem that it might be carried out to a greater extent to any other questions that would have a mutual interest, it possibly covering the entire service of the road, it might cover certain percentage of the road, the mechanical service or transportation department, or some other department.

Mr. FULLER. I do not feel that those are parallel cases at all. I think there are times when you can do business with the entire craft just the same as a church can do business with a lot of lawyers and doctors and shopmen, and everyone else. It is an entirely different proposition when they have got one thought, one mind. But when it comes into the settling of the intricate points involved in the employment of men and the service it is too intricate to mix up.

Commissioner O'CONNELL. I just want to ask you this one question: Was the real opposition of the officials of the company that of its not wanting to recognize the federation, or the fear that by recognition it would have a stronger power or influence to bring about improved conditions of employment for the workmen, was the opposition against the federation or the result the federation would have in cementing and federating the men together as a power?

Mr. FULLER. I think I can say truthfully that there was no thought of trying to prevent bettering the conditions of our employees. I think that our action in the past emphasized that. We felt that we did not want to deal with federated crafts for various reasons. We felt that it would be cumbersome, that in dealing with committees, say five crafts, five representatives, four-fifths of the men on that committee would be absolutely ignorant of the conditions of which the one craft was talking. For instance, you take the condition of the machinists, the carmen know nothing about their condition, and the blacksmiths know very little about it, and the boiler makers know very little more about it, and the pipe fitter knows very little about it, nor the tinner nor the painter.

Commissioner O'CONNELL. Of course, that was all explained away, how that was handled, by the chairman of the federation the other day.

Mr. FULLER. Yes; that was explained away. We yet feel those conditions can not and will not prevail.

Commissioner O'CONNELL. That is all.

Chairman WALSH. Commissioner Ballard would like to ask some questions.

Commissioner BALLARD. If the membership in the various unions had been confined exclusively to the railroad employees, would you feel that you might then be willing to treat with them as a system federation?

Mr. FULLER. No; I would not.

Commissioner BALLARD. Would the fact that a good many members of the various unions might be working for other industries, does that have any influence on you at all?

Mr. FULLER. Yes; we considered that; but not as seriously as we did the question of dealing with men not conversant with the subject that was under discussion.

Commissioner BALLARD. This strike that occurred, was it a spontaneous protest upon the part of the workmen against wages, or working conditions, or was it the result of probably something brought about or caused by outside agitation?

Mr. FULLER. I think I can say truthfully, and I believe the rank and file of the Union Pacific Railway will repeat it, that it was created and occasioned entirely by outsiders. Our men did not want to strike. They did not want to strike, and it took them as much as an hour and a half to get out of our shops after the strike was called. There was not a sound; there was not a bell rung;

there was not a shout; they went out of our shops just as though they were going to a funeral.

Commissioner LENNON. I would just like to ask one other question. Do you understand that the joint agreement as has been talked about, presented by the shop federation, abolishes the trade or craft agreement?

Mr. FULLER. Well, we do not know to what extent that would go. We simply knew that they wanted a meeting of all crafts, and we felt, and we do yet, that eventually that demand meant the elimination of the individual craft.

Commissioner LENNON. You have been a mechanic, an experienced man. Do you believe that the machinists would permit the car workers to make their agreements, even if they were all in one room, all together on one committee?

Mr. FULLER. Well, I don't know. In this age it is very hard to tell what will happen. I think the car repairers will be in the majority and helpers will be in the majority; and if majority rules, I think they will settle the machinists' schedule before they get through with it.

Commissioner LENNON. The truth of the matter is, according to testimony that has been submitted, that no matter which organization is the larger their vote is no greater than the smaller one?

Mr. FULLER. Yes; that is true, if they follow that; that is true.

Commissioner LENNON. Men are supposed to follow their agreements which they present in writing?

Mr. FULLER. Well, we have not any reason to take any exception. They have always carried out their agreements with us.

Commissioner LENNON. And the agreement as submitted indicated that each craft are still making their own agreements, and that the joint committee met together with the representatives of the company in order to dispose of all the agreements at one time.

Mr. FULLER. That is the first I ever heard of it; was to-day, or rather this week.

Commissioner LENNON. That is all.

Chairman WALSH. Commissioner Garretson would like to ask you some questions.

Commissioner GARRETSON. On this question of outsiders. I have been something of a rank outsider myself for many years.

Mr. FULLER. That is all right; go ahead.

Commissioner GARRETSON. Is it not a fact that your company, both in the crafts that were comprised in this federation, as well as transportation organizations, have always dealt with outsiders whenever either the company officers and the committee were unable to agree on any action, or when the interests of the company seemed to demand the presence of an officer, would not the companies call on him without hesitation to come there?

Mr. FULLER. I will answer that this way and try to get it clear. If the employees that you represent had anything to do with the officers of the Union Pacific Railway, they would communicate and do the business with the officers of the Union Pacific Railway themselves, wouldn't they, up to a certain time?

Commissioner GARRETSON. Yes.

Mr. FULLER. And if the time ever occurred where necessary they called on you. We don't deny that. I haven't been talking about that at all. I agree with you fully.

Commissioner GARRETSON. Now, to go a little further. Isn't it a fact that in various instances in the past when the company had reason to be fearful or suspicious of some event that seemed about to happen that they have not hesitated to telegraph to the outsiders themselves in common with the practice on other properties?

Mr. FULLER. I do not personally know anything about that, because I never had to do it. But if you represented the machinists, I would not hesitate to call on you if I wanted to. But with me, Mr. Scott, Mr. Baker—we don't know him. We don't know whether they represent anything or not. Nobody has told us. They are employees of the Southern Pacific.

Commissioner GARRETSON. Then I have had better advertising than they have?

Mr. FULLER. Well, yes.

Commissioner GARRETSON. Isn't it a fact, Mr. Fuller, that for a number of years past that the four committees representing the four train services organizations have been in the habit of meeting the Union Pacific management for the purpose of adjusting the differences existing between the four of the

managers or questions of application of the agreements, which are several; that is, there are three agreements for the four organizations?

Mr. FULLER. Not to my knowledge, but there may.

Commissioner GARRETSON. You do not know, then, if they are not regularly in the habit of doing so?

Mr. FULLER. I have met the engineers' and the firemen's committee.

Commissioner GARRETSON. Yes.

Mr. FULLER. But never have met with the trainmen or the conductors or the switchmen.

Commissioner GARRETSON. But the engineers and the firemen only came to you in regard to questions interesting the fraternity, did they not?

Mr. FULLER. They came to me.

Commissioner GARRETSON. I mean for adjustment of agreements on those questions?

Mr. FULLER. Oh, yes; on the railroad.

Commissioner GARRETSON. And they always call up the general manager if they can not agree with you?

Mr. FULLER. Yes; I guess they do.

Commissioner GARRETSON. And it is when they get the general manager that the four of them are together?

Mr. FULLER. I don't know that they have. They may, but I do not know it.

Commissioner GARRETSON. Well, you don't know that they are not going there?

Mr. FULLER. No; I do not.

Commissioner GARRETSON. That is all.

Commissioner ARSHON. Mr. Fuller, to clear up this question of outsiders, you never knew of the Union Pacific Railroad negotiating a schedule with a committee in which any of the members were employees of other railroads, did you?

Mr. FULLER. Never.

Commissioner ARSHON. That is all.

Chairman WALSH. That is all, thank you, unless you care to volunteer something.

Mr. FULLER. I just want to say I do not know how pertinent this is, but Mr. Horton yesterday gave a lot of railroads that had accepted the federation agreement. I have a list here of 10 that I have gotten in touch with since yesterday, and they claim that they have not federated shop agreements that they know of.

Chairman WALSH. Just read that list into the record.

Mr. FULLER. The Wabash & Pittsburgh Terminal; Atlantic Coast Line; Trinity & Brazos Valley; Richmond, Fredericksburg & Potomac; Chicago, Indianapolis & Louisville; Canadian Northern Railroad; Frisco Lines (St. Louis & San Francisco); Missouri, Kansas & Texas; Atlanta, Birmingham & Atlantic; Wheeling & Lake Erie.

Chairman WALSH. That is all. Thank you.

TESTIMONY OF MR. FRANK COMERFORD.

Chairman WALSH. Please state your name, residence, and occupation.

Mr. COMERFORD. Frank Comerford; Chicago, Ill.; attorney at law.

Chairman WALSH. Mr. Comerford, have you had any connection with the difficulties upon the Illinois Central and Harriman lines?

Mr. COMERFORD. I have.

Chairman WALSH. What has been your connection with them, Mr. Comerford?

Mr. COMERFORD. As attorney for the Illinois Central System Federation, the Harriman lines federation, and the railway employees' department; I have had experience in handling litigation, criminal and civil, and I have made a limited social survey of the effects upon the moral tone of the communities after the strike, the effect upon the men and their families, and the methods employed by the Illinois Central Railroad Co. and the Harriman lines in prosecuting successfully up to this time their controversy with the men.

Chairman WALSH. Were you delegated to make that study by the organizations involved by the men?

Mr. COMERFORD. I was.

Chairman WALSH. I wish you would first describe now the study that you have made, and the plan generally, and the result.

Mr. COMERFORD. The survey contemplated to furnish this commission with the effect in human values and in dollar values followed the preparation of a

questionnaire of about fifty-odd questions which were printed and sent over the zone. By "zone" I mean the Illinois Central zone and Harriman lines zone. These questions were answered, and on the basis of those answers unselected, I made a card index and cross reference to attempt to determine the effects. I then used a check-up plan of writing to the individuals who had sent in their answers and followed that up by sending a special investigator to each of the points, with instructions to consider each point to be a unit in the plan. That dealt entirely with the question of the social effect of the industrial trouble on the Illinois Central and the Harriman lines.

It might not be amiss to state that in sending out the question sheets I distinctly advised each man who expected to respond that while he was not under oath he should be as conscientious and as fair in the making of his statements as though he were, and that he might subsequently be called upon to verify any statement that he made.

In order to give the commission an opportunity, should there be any doubt upon this somewhat scientific effort to determine the effect of this situation, at the conclusion of my testimony and with the consent and permission of the commission, I would like to file a thousand answers, giving the names and addresses of the men and the statements made by them.

I wanted, if I might, and if it is considered important by the commission, to make reference to two matters testified to by Mr. Markham in a very brief way before taking up the testimony that I expect to give as a result.

Chairman WALSH. Then you may refer to these two matters first, if you would rather do so, and then proceed to the other.

Mr. COMERFORD. For instance, Mr. Markham, president of the Illinois Central, in his testimony the first day of this hearing, referred to a conference after the difficulty in Mississippi, in which Mr. John Sharp Williams, United States Senator from that State, and the governor were present, and used that as an illustration of the attitude of the Illinois Central Railway Co. to be fair. I believe Mr. Williams's name was prominently mentioned as one who had the same point of view Mr. Markham had as to the fairness of the company's attitude.

I want to read a letter dated August 28, 1914, from United States Senator John Sharp Williams, just the portion of it that bears upon the matter, and as I have stated, and then I will file the letter:

"I do remember being somewhat astonished at Mr. Markham's position; I thought it at the time arbitrary. I can not answer your question as to what the effect of the strike of the clerks was on the service of the operation of the lines, because I do not know. I was soon afterwards, you remember, called away from Mississippi by public duties here and became not only interested but absorbed in the work here. I remember trying my best to bring about good feeling between both sides and I have a distinct recollection that you seemed to be amenable to reason.

"I am sorry that my letter must be so unsatisfactory, but the state of my memory concerning it all is dim. I remember making a suggestion, the details of which I do not now recall, that I thought ought to be accepted by both sides and which seemed to be not favorably received by the railroad. I have tried to recall just what the proposition was and I am not able to do so.

"I am, with every expression of regard,

"Very truly, yours,

"JOHN SHARP WILLIAMS."

(The witness submitted the letter testified to, and it appears among the exhibits at the end of this subject as Comerford Exhibit No. 1.)

A simple fact coming from my investigation that both parties seemed to be agreed upon is that the cause of the difficulty grew out of the refusal of the Illinois Central and the Harriman lines to recognize what they claim is a new method of collective bargaining, namely treating with the employees organized in the form of a system federation. The Illinois Central have taken the position that there was a failure to give the 30-day notice. My investigation will reveal this fact: That the men on the Illinois Central system had legally constituted representatives to present the request for a conference, and that the question, this technical question was never raised. That further, Mr. Markham had said after it was raised, nearly three months having elapsed, from the beginning of negotiations by that time, that even if that technical question were not—

Chairman WALSH (interrupting). The 30 days' notice?

Mr. COMEBFORD. Yes—in the mind of the company that the company would not, under any circumstances recognize the right of the men to bargain with the company as a federation. The main reason given in the pamphlet which Mr. Markham offered as an exhibit, which bears the signature of Mr. Park, although Mr. Markham says he prepared the material, is that they could not successfully operate the property. The men, however, believe that the question of that form of bargaining was at that time not an experiment, but a demonstrated method of bargaining, one that had been economical and successful. That instead of it instigating labor trouble that it reduced to a minimum the possibility, by destroying the constant caste which prevails in a shop when men are treated with according to the particular kind of work they do.

In answer to a question of Commissioner Aishton's here, Mr. Kruttschnitt said that one experience had happened since this difficulty that confirmed his opinion and justified him in the belief that the recognition of system federations would menace the interests of the stockholders and bondholders that he, as a trustee, was trying to serve. And he said he introduced into the record a letter from a former president of the system federation on the Harriman lines suggested a calling of a general strike. However, Mr. Kruttschnitt failed to advise the commission, I presume because he did not have any information in his possession, that because of the democratic form of trades-unionism that suggestion was given consideration and a vote was taken and the men overwhelmingly refused to sanction a general strike. So if that experience indicated anything, it would confirm the position that the power was safely vested in the men because they had not, when the suggestion was presented, decided to use it.

Neither did Mr. Kruttschnitt suggest that the growth of this form of bargaining from 30 system federations that were in force and effect at the time the men asked simply to be met with, has reached the point that about 52 roads now so bargain; which indicates that from the railroad point of view either the additional railroad companies have made an absolute mistake, or that this method of bargaining is more satisfactory.

The men have taken the position that the 30-day notice was given. They have taken the position that there is a real cause back of this whole unfortunate controversy. And it is a matter of human conservation. In the railroad industry, from conferences, from contact for a long period of time in a most intimate way, not only with the officials, but with men wearing overalls and waiting for the whistle to blow, I have learned that the thing they fear is the introduction of the so-called scientific shop management. They are afraid of piecework and they are afraid of the bonus system—in connection with physical examinations and in conjunction with the repeated violation of seniority rights.

They urge another reason—the necessity of having some means of compelling the fulfillment of agreements after those agreements are made, and further that they will have some method in their hands of increasing wages at least to the extent of becoming solvent to their moral and blood and citizenship and Christian obligations to their families. It is a proposition with the men—the trades-union movement and the federated form of bargaining—of self-protection.

The men have been led to believe that the position taken by the railroad companies, the genuine position, is that in dealing with a single craft, even though their terms and conditions of employment are acceded to, that appear reasonable at the time or the best that the men can get, that as soon as the conference is over the men have no means of compelling the enforcement of those conditions. Further, the men believe that the railroad companies do not want to standardize conditions in the shop, such as the safety, sanitation, and wages; and until there does become something like a standardization of those things, particularly in what is called competitive territory, there will be the use of the figures on the road where the men are the weakest, and the conditions on the road where the men are the weakest will be used as the standard. In other words, they want to avoid the minimum of favorable conditions as the standard.

The question of the employment agencies has been touched upon. I want to call the commission's attention to just one single exhibit, in the large set of exhibits filed, many will be filed—but to show the extent to which this reprehensible practice of using employment agents to fraudulently bring decent, honest, hard-working American citizens into a zone without notice that labor

difficulties are on, and as showing the attitude in one case of the president of the Illinois Central, I will read a letter written to President Markham by myself, which I never mailed, because after having dictated it, I called up over the phone. [Reading:]

"President MARKHAM,

"Illinois Central Railroad Co., Chicago, Ill.

"DEAR SIR: Clifford C. Ormes is in Chicago, penniless and without friends. His home is Minneapolis, Minn., where he lives with his wife and family. He is by occupation a wood-machine man.

"He read an advertisement in the Minneapolis Tribune on October 15, placed in that paper by the Fay Employment Agency, No. 220 Second Street, Minneapolis. The advertisement told him of steady work in Chicago. It was suggested to him that his employment would be with a new manufacturing concern. He was put on a train for Chicago and given as his destination West Pullman. He was met at West Pullman by a representative of your road and taken to Burnside. At Burnside he found a strike in progress, and being a union man he refused to go to work under the conditions offered.

"This man, not only destitute as far as money and friends are concerned, labors under the terrible misfortune of being a deaf-mute. Your company is responsible for its agent, the Fay Employment Agency, that by false and fraudulent representations induced this man to leave his home and journey to Chicago in the belief that work awaited him here in a new manufacturing plant. The least that your company can do to make amends for its wrong to this man is to provide him with transportation back to his wife and family.

"The methods employed by your subordinates in resorting to trickery of the kind illustrated by this case and catching in the net unfortunates like Clifford Ormes are indefensible. These facts can be established by investigation. I shall be glad to supply the proof.

"The man's present penniless condition in Chicago makes it imperative for me to ask you to make some decision in this matter at once."

(The letter read by the witness was filed as an exhibit and appears as Comerford Exhibit No. 2.)

I sent that man to the Illinois Central and he was refused admission to the building after he got in the elevator; and out of the quarters of men who at that time were terribly insolvent themselves on account of the strike, he was furnished with money enough to buy transportation back to his home town so he might be reunited with his family.

In the State of Colorado I have simply to make this statement. I now file as an exhibit a letter from Mr. John E. Ramer, secretary of state and labor commissioner ex officio, showing the extent to which violations took place in that State on the Harriman lines and the extent to which citizens were brought into the zone without notice of a labor disturbance, and then when they claimed transportation or asked if they were denied it, and were made victims of misrepresentation.

(The letter here presented, by the witness appears among exhibits at the end of this subject as Comerford Exhibit No. 3.)

An interesting feature of my investigation deals with the attitude of the legal machinery to both the companies and the men, and in taking that up I want to preface my observations based on facts by saying that it is an unhealthy sign in the country when the men lose confidence in the courts and in the law; that when a set of men who work for a living and have more time and opportunity to exercise their muscles than their minds are face to face with the situation that there is not any redress in the courts, those men then generally use the thing that they are best fitted and trained to use, namely, their muscles.

The first thing that happened after the so-called strike or lockout was the inauguration on the Illinois Central at least of a systematic campaign of arrests. Men were arrested and thrown by police patrol wagons and taken to police stations and moved from that station and put down behind the bars, their families were notified, the men were compelled to employ lawyers to defend them at great expense to them individually and to their trades-unions; small notices appeared in the newspapers indicating that these men had been arrested, which unfortunately in the lay reading mind carries with it the presumption of some wrongdoing. In 116 cases that I personally defended, 115 of them were found not guilty. That was not a compliment to any skill I possess as an attorney, it was simply an evidence of the fact that the arrests—at least to me—were not the result of accident, but were part of a plan. That plan did not stop at that

point. The publicity given to the arrests formed a public opinion hostile to the men. That hostile public opinion then affected the United States judge before whom a general blanket bill was presented with 15 or 20 affidavits asking for a temporary restraining order. The men then found that it was necessary to hire a lawyer, to get data together, to traverse the bill by affidavits, and traverse the allegations in it by an answer and attack the restraining order. To illustrate: This paper, which I will offer as an exhibit, begins, I believe, with Mr. Commissioner O'Connell, who at that time was connected with the machinists' organization, and practically names every organization and individual that in any wise by fancy or imagination could be conceived to be a part of the situation between the Illinois Central Railroad and its men. The injunction was granted. In this case we resolved—having a little money—to make a test. I went to Springfield, Ill., before his honor, Judge Humphrey, and filed an answer. We then attacked the restraining order, which you will find on this paper, which I will present as an exhibit.

(The restraining order referred to, entitled "In the Circuit Court of the United States for the southern division of the southern district of Illinois. Illinois Central Railroad Co., a corporation organized by special charter of the law of the State of Illinois, complainant, v. International Association of Machinists," was submitted in printed form.)

The restraining order as originally drafted absolutely prohibited picketing. I believe Mr. Horton, general counsel for the Illinois Central, and Mr. John G. Drennon, its district attorney, appeared for the company. After pointing to the fact that it prohibited picketing and explaining to Judge Humphrey the status of it at length, we succeeded in getting a modification of this bill, which permitted peaceful picketing. The draft of the bill—

Chairman WALSH (interrupting). Pardon me. What was the return day of the restraining order? When was it served and what was the return day?

Mr. COMERFORD. I don't know whether this will show on the restraining order itself.

Chairman WALSH. Well, do you remember?

Mr. COMERFORD. I do not; but it was about—yes, it was the 6th day of November, 1911, at 10 o'clock.

Chairman WALSH. And it was issued when?

Mr. COMERFORD. The restraining order was issued on the 11th day of October, 1911.

Chairman WALSH. The 11th of October, and it was returnable on the 6th of November?

Mr. COMERFORD. The restraining order, as drafted, was an ingenious bit of English literature. By its punctuation it prevented the men from the liberty that the judge intended to give them. And I have the original copy which I had at the time and inserted, as the judge modified it, the words, "for the purpose of threatening." In other words, the intimidation of a man acting as a picket was the basis of stopping picketing. There must be some affirmative act of intimidation. And it was at that time when the whole circumstances were explained to Judge Humphrey that Judge Humphrey said there are many things that the men can do under this restraining order, now, and only a few that they are prohibited from. In every other jurisdiction I believe where the men were unable to contest this ex parte issued restraining order, peaceful picketing was entirely prohibited and the men were practically stripped of every right guaranteed to them by the Federal Constitution. It indicates, in answer to the position taken by a gentleman who testified here from another point of view, with which I have no quarrel, that one of the important features in collective bargaining, whether it is in the courts or at the council table or in publicity, is your ability to "pay the freight." I don't mean that as a reflection upon the courts, but I mean that it is necessary to hire counsel and go to the expense necessary under our judicial system to get justice. In other words, that while justice is not for sale, it costs money to go and get it.

These arrests of the men caused intense dissatisfaction. Most of the men with whom I personally associated had never been arrested before. Many of them had children of school age. Others had daughters of marriageable age; and they were vitally concerned about newspaper publicity and the execution of criminal process that held up in their neighborhood the head of the household to scandal, disgrace, and shame. That caused intense dissatisfaction.

Reference has been made to the injunction matter and to the attorneys. The firm of Lennon & Lennon were attorneys for the railroad, and the mayor of the town of Burnside was on the pay roll of the company, its surgeon, and three of the other commissioners, under their form of government, were—

Chairman WALSH (interrupting). You say that the mayor has some official connection with the company?

Mr. COMERFORD. He absolutely was an employee of the company. He is a paid district surgeon of the Illinois Central Railroad Co., and three of the other commissioners under the commission form of government down there have dealings with the Illinois Central that make it to their financial interest to serve primarily the Illinois Central's interest, and the interests of the general public secondarily.

Chairman WALSH. Do you remember or recall whether the mayor of McComb, a letter from whom was read here—

Mr. COMERFORD. No; that was the mayor of McComb and Mr. Markham, I know through accident, neglected to advise the commission that he is in the employ of the Illinois Central Railroad as superintendent or foreman of its car department. You will find many of our officials who have been quoted here occupying peculiar dual relations.

Now, take this case of Meagher down there at Springfield, Ill., he was charged with contempt. I represented Meagher in that case. The woman took the witness stand and testified that Meagher lived in her rooming house and that the doors on the— that gave entrance to the individual rooms had no locks on them. Then another man took the witness stand and said he was an Illinois Central Railroad employee and that in his room were found a couple of cartons of lye. Then the master mechanic or boiler superintendent took the witness stand and swore that if the amount of lye found in that Illinois Central employee's room, if it was introduced into the boilers of the locomotives would have destroyed the motive power of the Illinois Central Railroad. Then another witness took the witness stand and testified that on the carpets in Mr. Meagher's room there were some lye burns. The confessions made on the cross-examinations of those witnesses were so astounding to Judge Humphrey, and even to the counsel for the Illinois Central Railroad Co., that they concurred in the request to the judge to dismiss the contempt proceedings based on conspiracy which involved about the evidence I have told you.

Mr. Meagher was born in Bloomington, Ill., a short distance from that point; had never been arrested before in his life. He was subjected to the expense, to the disgrace, and what he meant, I think, to convey was that at the time he was arrested and when the Illinois Central's evidence went in indicating that he was guilty of some inside conspiracy to put out of commission their rolling stock, through some strange happening, Mr. Meagher was given unusual publicity. But the action of Judge Humphrey in dismissing the case and being so disgusted with the evidence that he called up the bailiff of his court, and he said, "I sent men to Peoria on this kind of evidence yesterday, and I want them released at once." That was not given any great amount of space. I don't mean to indicate that the Illinois Central was responsible for that, or the newspapers, but it simply happened.

Now, Mr. Hooker answered a question sheet, and he says, "My name is Wallace Hooker. I live at Joliet, Ill., 493 Landon Avenue." I will just use this as a typical case of contempt proceedings in another jurisdiction, namely, before Judge Wright. I don't believe it is necessary for me to comment on the men's attitude toward Judge Wright. Mr. Wright has done that splendidly in the magnificent opinion or decision read into the record here by Mr. Markham. I think in legal literature it has not a parallel. Mr. Hooker says [reading]:

"I got my foot broke while I was working for the P. & P. U. Ry. June 15, 1912, at Peoria, Ill. I received \$3,750 damages from them. That is why I have \$1,200 cash now. Had it not been for that I probably would have been in the insane asylum now. I was brought before the Hon. Judge Wright, of the United States Circuit Court at Danville, Ill., January 2, 1912, on a charge of contempt of court. When he sentenced me he said that I had committed no crime. 'There was nobody hurt, nobody robbed; there was no damage done, nobody assaulted, nor nobody insulted. All there was to it was a little talk and very little of that. So I sentence you to 30 days in the Vermillion County jail. Also fine you \$100 and costs.' I stayed in jail 27 days, then he released me. I had told a boarding-house lady, a neighbor of mine, not to board the I. C. strike breakers. That was the first time in my life that I ever was arrested. And I am not ashamed of that arrest. I did not strike against the I. C. R. R. I was

forced to quit their services or denounce the liberty of my fellow men that our forefathers shed their blood to give to us. I love the I. C. R. R. and I loved Mattoon, my home. But I would rather suffer 10 times what I have rather than stand up and see the Illinois Central Railroad managers pick the stars off Old Glory without resenting it."

One other observation that is borne out by this investigation of mine that I want to emphasize is just a line. In this campaign of arrests and the securing of injunctions, when the campaign of arrests was inaugurated, the men arrested were generally found not guilty. I have been giving statistics in my own experience, and others by the thousands will be filed.

Chairman WALSH. Have you statistics showing the number of persons charged with violations, the number that were originally served with injunctive process, the number that were charged with violations of injunctions, and the general result of the cases—whether the men were found guilty or acquitted and whether a large number was found guilty?

Mr. COMERFORD. No; I have not compiled that, Mr. Commissioner Walsh, but I think we can give that; that we can give a copy of it at a later date.

Chairman WALSH. I wish you would.

Mr. COMERFORD. When the campaign of arrests was instituted the men were found guilty, generally; but it served the purpose for which it was begun—that of influencing the public opinion first and bringing about an atmosphere in the courts that allowed the granting of writs of injunction. Without the issuance of injunctions it was necessary to arrest men and try them before juries, and they would be arrested and found not guilty; but all they had to do in the case of an injunction was to abandon the ordinary forms of procedure and go to the Federal court, where the man would be denied the customary form of trial before a jury.

To indicate another effect of this situation that emphasizes one cause of industrial discontent, I call attention to the question of car shortage. In the case of River & Rail Coal & Coke Co., of Kentucky, v. Illinois Central Railroad Co., reported in the 150th Southwestern Reporter, page 641, the Kentucky Court of Appeals held it to be the duty of the Illinois Central Railroad, at common law as well as under the Federal law, to furnish all the cars required by its shippers, and that its failure to comply with this legal duty made it responsible to the shippers in damages. This went to the upper courts and was affirmed. The mine owners—and by "mine owners" I mean "mine operators"—not receiving sufficient coal cars, were compelled to shut down their plants, and, as a consequence, sustained a damage. As a result of that, the mine operators sued the Illinois Central and recovered damages. This suit was in Illinois, and the litigation is pending, if it has not been settled. Now, the mine worker was without any redress. It is true that the failure to supply cars to the mine was the thing that caused the mine operator to close the mine down or run it on short schedule of time, and although the mine operator has a remedy by which he can compel the Illinois Central Railroad Co. to respond in damages to the extent that the railroad company has failed to supply cars, yet the men who are the victims of that have no remedy, because they are not parties, in contemplation of law, that have a right to any such remedy.

I want to read, briefly, an abstract from the 1912 session of the stockholders of the Illinois Central Railroad in which this point was emphasized by one of the stockholders, Mr. R. W. Ropiequet, of Belleville, Ill. I have not the original minutes of the stockholders' meeting, and that will account for the mood and tense. [Reading:]

"We produced before the judiciary committee of the legislature a transcript of a meeting of the stockholders of the Illinois Central held in 1912. This record showed that R. W. Ropiequet, an attorney and coal operator at Belleville, Ill., representing a minority of the stockholders, made a statement at the stockholders' meeting analyzing the report of the Illinois Central and calling attention to the fact that the annual report of the company showed that there had been an actual decrease of 219 coal cars for the period covered by 1912. At the same time he showed that the Illinois Central moved 8,608,659 tons of coal, which was 32.69 per cent of the freight traffic of the line. Mr. Ropiequet then proceeded to tell the influence this criminal shortage of cars was having on the Illinois Central. He showed the influence of this condition upon the communities local to and upon the lines of the Illinois Central. He said that the mine which can not get cars can not work, and that this means that miners employed in these mines are forced out of employment, become restless, and move away, and that this meant financial distress to such towns, and that the merchants were badly affected."

An important cause⁶ of dissatisfaction and discontent among the men has been the policy of turning the function of government over to private individuals or private or quasi-public corporations. Reference has been made here repeatedly to United States marshals. To the general layman that calls up the vision of a man who is working continuously and constantly as an employee of the Government. The United States marshals—some of them—were men from the shops of the railroad company, and men who were consequently selected and picked by the Illinois Central, and the character of some of them would not have measured up to the standard our Government would require of a man to be given authority to represent the United States Government as an executive officer. And that thing is equally true of the deputy sheriffs. Lots of them were brought into the sheriff's office, and in many instances to satisfy certain statutory requirements subterfuges were resorted to. The county itself would pay \$1 each month to each special deputy sheriff, and the balance of his salary, which was the actual salary, was to be paid by the Illinois Central Railroad. The conferring of that kind of governmental function on a private or quasi-public corporation in that manner causes the men to think that the Government is conferring rights that belong to it and delegating them to their opponent in the controversy and is the cause of much discontent among the men.

One remarkable case that came under my notice, but is typical as showing the extent to which the railroad companies—and I am not referring to the Illinois Central alone in this particular—goes to defend the men they take in after a labor difficulty occurs. The men were not examined, and they did not ask for a record of them, but took them, as Mr. Markham said, wherever they could get them, because they must have them. And when they were arrested for offenses, bond was furnished for them, while the men on the other side were left to their own resources.

Now, the question of publicity is one I imagine the commission is deeply concerned in. The pamphlet signed by Mr. Park, issued October 12, 1911, is an unusual document. We believe that public opinion solves problems in this country, but as a practical proposition we know that the avenue to get to the public mind is a thing that railroad companies, the employers, have which the men who work for a living ordinarily have not. This is illustrated by the investment of money in newspaper enterprises, and in large industrial enterprises—the ability to pay for space in newspapers, such as in the campaign inaugurated by the Illinois Central, when space was bought by them in large metropolitan papers for which was paid sums equal to the salary of a man for a year. And it was used to furnish what? If it had been used to furnish facts, the naked facts, we would not have any objection; but this pamphlet, which was the basis of Mr. Markham's testimony—in fact, he read word for word in his statement from this pamphlet, with some few changes.

Now, let me call your attention to the kind of material they use. [Reading:]

"The officers of the System Federation then took a strike vote. The employees were told that if a strike was voted, it did not mean one would be called, but that it would be a force to compel the company officials to treat with the new organization."

I have prepared a questionnaire which I have submitted here, and I do not believe there is any official of the Illinois Central Railroad that charged any individual connected with any union with having said that the strike vote was taken for any purpose than to vote the strike, and 97 per cent of the men voted to strike, and when out on strike after this document was issued, which questioned the fact that the men insisted on withdrawing their services unless their form of system federation was recognized.

Further, it says [continues reading]:

"On the ground the employees voted to strike when called upon. The vote was not taken according to the laws of the union with which the company had contracts. These required secret ballots, which were not taken."

That is absolutely untrue, and its only purpose was to influence public opinion and cause the public to believe that there was a conspiracy on the part of labor agitators to get men to leave their work, and that they would withdraw their services unless recognition was given to their requests for that form of bargaining. This is another form of advertising to affect the public attitude and opinion, particularly in view of the fact that both Mr. Kruttschnitt and Mr. Markham say that public opinion is the forum in our country, before which we must all be judged.

It is charged of the Socialists that they endeavor to disrupt the union movement in getting up as many strikes as possible. It is generally known that to attach the tag of socialism to a thing in the public press will cause an unfavorable public opinion toward it among the majority of people who do not accept that principle of political economy as their guidance in the administration of governmental affairs.

No evidence has been presented here, and I take it that none can be presented, showing that the labor difficulty on the Illinois Central or Harriman lines, or both, grew out of any economic or religious or other kind of agitation, except the single agitation to get recognition of the System Federation.

As another example of the kind of publicity paid for, and the possible consequence of it on the public mind, this appears in the circular of the company [reading]:

"The company officials had no warning. They were not notified in any way that a strike was to be called. They were waiting for the results of the vote ordered by the international officials, not considering any more than the employees that the action of the machinists' convention would bring on a strike on the Illinois Central. The employees were also astounded when given orders to quit work. They had settled down to a belief that there would be no strike, and when it was called they were shocked."

I have talked to men representing every grade of employment, in every section of the so-called Illinois Central and Mississippi zones, and I never heard from any officer or workman anything that even remotely bore that out as being true.

We attempted to get an investigation of this matter by the Illinois Legislature and we set out an investigation of the Illinois Central situation particularly because of the fact that we believed the attitude of the Illinois Central in this case was foreign to labor difficulties, generally. Under the charter of the Illinois Central Railroad Co., which gives it its corporate existence, the State of Illinois has a representative on the board of directors; the Government fulfills that function. That constitutes a participation in the management of the affairs of the country.

Under the terms of that contract between the State and the Illinois Central the railroad company pays, in lieu of taxes, 7 per cent of its earnings. That constitutes, we believe, a participation in the benefits of the business. It is generally conceded that the participation in the earnings of a business and in the benefits that flow from the business defines a partnership. We were afraid that the State itself, which gave the Illinois Central the right to organize its business into a union form, was being placed in the position of establishing a precedent that allowed the company, as such a partner, to deny the same right to its men. We went to the Illinois Legislature and we presented a petition representing 300,000 men; we were joined by the farmers, grain dealers' associations of Illinois, and we were joined by other labor union men, and simply asked for an investigation. We submitted a number of facts, but the Illinois Central was able to defeat our request for an investigation, although the Illinois Central and the State of Illinois are partners at Springfield. I have no explanation except one.

Ten years ago, when I was in the Legislature of the State of Illinois, Senator Manney, then a member of the house, introduced a resolution to investigate the Illinois Central to determine whether or not that railroad company was paying in the 7 per cent that it had agreed to under its contract. That resolution was based upon evidence that had been given publicly. It was beaten in the house, and every man who voted in favor of that resolution had his annual transportation taken away from him. That is a fact that can be verified. That is an example of the pressure used by the railroad company in order to secure privileges for itself that citizens of the State can not get; whether or not it had any bearing on this situation, I do not know, but we are filing here some interesting exhibits showing efforts of the citizens of the State of Illinois—a part of the State—the kind of men that have to pay the taxes and who make up its social life and forms, giving a specific bill of reasons for the investigation, and yet the lawmaking body, committed to the function of representing them, denied, without answering any of the allegation of facts submitted, the right to have an investigation.

(At this point the witness submitted for the record various letters, and the same appear among the exhibits as "Connerford Exhibit No. 4.")

I want to cite to you one instance of the policy of the Illinois Central in regard to the matter of advertising. The Times-Democrat, of Vicksburg, Miss., published an editorial in November, 1914, in which they directly charged that the Illinois Central advertising had been taken away from them because they had printed matter favorable to the publicity agent of the striking men, Carl Person, who was at a time he was being tried for his life, having been compelled, in defense of his life, to kill.

Let me briefly sketch to you some facts concerning the efforts of the men to get publicity. Without money they could not meet the campaign of publicity launched by way of paid advertisements; neither could they afford to have matter printed to circularize the zones. They started a little newspaper, and the men who did picket duty acted as reporters for it. Those men were furnished with cameras and they produced pictures of wrecks and secured knowledge of the cause of wrecks, and difficulties at various points. These facts were printed, and at the same time the stock of the Illinois Central Railroad Co. started to fall; I think it left 160 and did not stop until it reached 110. The dividends of the Illinois Central were affected, and Mr. Markham, in the 1912 meeting of the stockholders, explained it by saying that it was due to labor troubles. They fell, I believe, from 7 to 5 per cent.

Then Carl Person, the editor of this paper, the only publicity means of the men, was suddenly seized by a United States marshal and dragged to Springfield Ill., and an indictment was returned by a Federal grand jury under an ancient Federal statute on the charge of having reflected injuriously on the conduct of the Illinois Central Railroad Co. and its officials. No one had questioned the fact that the bills filed in the Federal court by the railroad company asking writs of injunction reflected injuriously on the conduct of the men who withdrew their services. The result was that he was placed under bond under an indictment containing seven counts, the maximum penalty for which was 35 years in the Federal penitentiary and a \$35,000 fine, in the discretion of the court. Maybe they thought they would be able to intimidate him, but the bulletins went out on time. After the next one, that was his bulletin printed at Decatur—he was slugged on the streets of the city, and at the same time he was told that he must stop the publication of the strike bulletins or leave town. This not stopping this avenue of publicity, Person was decoyed from his office by a fake telephone message which came from a saloon. In front of the saloon was a traveling engineer of the Illinois Central Railroad, and a number of other strike breakers, and in the saloon was an ex-chief of police, a man by the name of Tony Mussler; he asked Person to meet him at the Union Depot, using the name of a friend of Person as a decoy.

Person went down there and in the meantime this man moved over next to the depot near the door, and as Person passed he pounced upon him, and Person was compelled to kill this man in defense of his life; and in this community, controlled by the Illinois Central, the feeling was so strong against this young man who acted as a decoy to Person that it was necessary to close the saloons at 4 o'clock and for a special posse to be organized by the sheriff to protect the jail. Yet, when we went into the court room to invoke the right of trial to another county, where the Illinois Central was not the only railroad and where the sheriff's son was not in the employ of the Illinois Central, and where the mayor of the town was not an employee of the Illinois Central, and asked for 30 days to file affidavits, we found at the State attorney's office and the sheriff's office and the police department and employees of the Illinois Central were out getting affidavits to show that we could get a fair trial, and we tried to get affidavits showing we could not. But we had 30 days' election to show whether a man charged with murder and on trial for his life could get a trial in another county. A special attorney was selected to aid the regular prosecutor. The evidence showed that the State's attorney had made application to have Judge Herrick employed and paid out of the county funds. That was denied, but I know it is so, because Judge Herrick led in the prosecution of that case. We could not get a hearing on habeas corpus down in that jurisdiction, and that established a unique precedent. I am stating this so that you gentlemen may understand the feeling created in the minds of the men that worked for their living, and which, right or wrong, formed the point of view they had right along there. We had to sue out a writ of habeas corpus before Chief Justice Charles M. Walker of the criminal court of Chicago and have the sheriff of Cook County go 200 miles down into another district, coequal or coextensive, and bring a man out of jail who had been in there five and one-

half months, in order to determine whether he was legally detained in jail; and the adjudication of that here established successfully at least in one particular that Person had been jailed, notwithstanding the presumption of his innocence, for the judge admitted him to bail and freedom that he should have five months before, if he had not been denied the writ of habeas corpus.

Briefly these statistics—

Chairman WALSH (interrupting). Before you get to that, Mr. Comerford, were these questionnaires sent out to lines other than the Illinois Central?

Mr. COMERFORD. The Harriman lines.

Chairman WALSH. Did that include the Union Pacific?

Mr. COMERFORD. It did.

Chairman WALSH. Have you given, in your investigations and in the conclusions based thereupon—have you made any separation between the lines of the Union Pacific, Illinois Central, and Southern Pacific?

Mr. COMERFORD. I have not except in so far as I have identified by particular instances, which I have defined as belonging to one or the other. The nearest approximation I have been able to make as to the number of men involved is about 30,000. The estimates vary between 28,000 and 35,000. The total years of service prior to September 30, 1911—and I want to make it clear that this represents just 1,000 men. As a consequence, on that basis, if these figures are correct, the proper estimate would be found by multiplying by 30, which shows that the men worked 7.837 years, which would show that the average period of individual service was 7.88 years, indicating that these men were not boomers; they were not of that type or the floating type, but were, rather, constant men in their devotion to their employment.

The number of single men represented in this thousand were 186. The percentage of single men, therefore, in the entire zone among the 30,000 affected would be 18.6 per cent.

The number of married men, 814. The percentage of married men, 81.4.

The number of children, 1,743, making the percentage of children to a family of 2.

I want to emphasize the significance—that is, compared with other statistics—in indicating the tendency toward race suicide, whether the piecework system, present wage scale, present shop conditions constitute deterrent to the raising of families.

Number of women and children dependents, 2,438. And when I say women dependents it includes wives, sisters, and mothers in conjunction with children whose age would unfit them for being self-supporting.

Number of children of school age, 469.

The number of children driven into child labor, 98, which would make the estimated number of children driven into child labor as a direct result of this strike, 2,940, or 20 per cent of all the children of a school age, in the members of the families of the men affected.

And it occurs to me that the passing of legislation prohibiting children working between certain ages does not mean anything, as long as the pay envelope of the head of the house is not adequate to keep them in school and to keep and feed them and to maintain the shelter.

The number of wives, 734.

The number of wives driven into wife labor, 268. The percentage of wife labor, 36.4.

The number of home owners, 429. The number of these home owners who owned their own homes in partnership with mortgages, 246, making the total number of home owners, 183, or showing that only 18 per cent of the men who worked for the Illinois Central were ever able to own a home, regardless of the fact that the average period of service was 7.88 years.

Percentage not owning their homes, 57.1.

Number of homes lost, 65, of those who owned their homes, indicating a percentage of 15.7 of the homes lost of the 24.6 per cent who did own homes before the difficulty.

Moved to cheaper quarters—and this indicates the standard of living. I have epitomized and attempted to recapitulate, and by the examination of the question sheets you will see the basis for recapitulation and can test its fairness—moved to cheaper quarters, 91 per cent of all the men, whether married or single, affected.

Broken homes, 68 per cent. And by broken homes I mean that men were compelled not only to move away, but leave their wives and children with their

mothers or sisters who were dependent upon them back at the old home and take the road in seeking employment in order to maintain the family. And that separation lasted varying periods.

Compelled to ask charity, 91, which represents 10 per cent of the men. And we submit that there is not any more degrading or degenerating influence upon the character of a man in his relations to his home or in his relations to the State than to compel him to be the beneficiary of charity.

Compelled to sell furniture, 128, representing 12.8 per cent of the men who had furniture.

Compelled to borrow money and become dependent on relatives, 503, or 50 per cent of all the men.

Period of idleness, 1,079 years and 3 months.

Chairman WALSH. At this point we will stand adjourned until 10 o'clock Monday morning.

Commissioner LENNON. What period does that last item cover; what date is that examination?

Mr. COMERFORD. For the first 34 months succeeding it, meaning October and September, 1914.

(At 4:30 o'clock p. m., Saturday, April 10, an adjournment was taken until Monday, April 12, 1915, at 10 o'clock a. m.)

CHICAGO, ILL.,

Monday, April 12, 1915—10 a. m.

Present: Chairman Walsh, Commissioners Lennon, Alshon, O'Connell, and Garretson.

Chairman WALSH. I desire to announce that at the close of Mr. Comerford's testimony the first witness will be Mr. Koenekamp and the next Mr. Carlton. We will leave this Illinois Central controversy and proceed with the telegraphers. You may proceed, Mr. Comerford.

(Proceedings in relation to the matters mentioned by Chairman Walsh, for convenience of segregating testimony under one heading, appear heretofore under the title "Commercial Telegraph Companies.")

TESTIMONY OF MR. FRANK COMERFORD—Continued.

Mr. COMERFORD. In the interest of accuracy in the record I wish to state that the figures, a portion of which have been read, representing the survey made, are based upon answers coming not alone from employees who withdrew their services on the Illinois Central, but the Harriman lines as well, including all of the Harriman lines.

The number of wives driven into wife labor, 208; percentage of wife labor, 36.4.

Number of homes, 429; number of homes owned in partnership with mortgages, 246; number of homes owned clear, 183; percentage owning homes clear, 18.3; percentage owning homes with mortgage, 24.6; percentage not owning homes, 57.1; number of homes lost, 65; percentage of homes lost, 15.7.

Moved to cheaper quarters, 91 per cent.

Broken homes, 68 per cent.

Compelled to ask charity, 91; almost 10 per cent.

Compelled to sell furniture, 128; 12.8 per cent.

Compelled to borrow money and become dependent on relatives and friends, 503; 50 per cent.

Period of idleness, 1,079 years and 3 months; period of average individual idleness, 1 year.

Period of separation from families, 829 years and 9 months; average individual period of separation from families, 4 years and 6 months.

Total number of jobs, 4,559; average number of jobs, 4.55.

Number complaining of blacklist, 179.

Number complaining misrepresentations were made to men hired by agencies, 954.

Number of suicides, 10.

Number of insane, 9.

Deaths due to strike, 16.

Killed by strike in wrecks, explosions, and by guards (estimated), 600.

Total savings before strike, \$112,148; average individual savings before strike, \$112.14.

Total money owed before strike, \$55,422; average individual indebtedness before strike, \$55.42.

Amount of savings in excess of indebtedness before strike, \$56,726; average individual solvency before strike, \$56.72.

Total savings after 34 months of strike, \$29,611; average individual savings after 34 months of strike, \$29.61.

Total indebtedness after 34 months of strike, \$134,367; average individual indebtedness after 34 months of strike, \$134.36.

Aggregate indebtedness after 34 months of strike in excess of savings, \$104,756; average individual indebtedness in excess of savings after 34 months of strike, \$104.75.

In other words, on a basis of solvency calculated on the amount of savings and the indebtedness before strikes, each citizen, as an individual, was fifty-five dollars and some cents solvent. After 34 months of this discontent and withdrawal of service they were indebted or absolutely bankrupt and insolvent to the extent of \$104.75 above and beyond any savings.

Total savings before strike, \$3,361,440.

Total money owed before strike, \$1,662,660.

Amount of savings in excess of indebtedness before strike, \$1,701,780.

Total savings after 34 months of strike, \$888,330.

Total indebtedness after 34 months of strike, \$4,031,010.

Aggregate indebtedness after 34 months of strike in excess of savings, \$3,142,680.

I have picked out a few typical cases from the questionnaires that are brief, and I want to read them into the record. This one is on the question of pensions, and it indicates the attitude of one old man in the service [reads]:

"After 30 years of service, which must have been satisfactory, this certainly was a hard blow to me to be locked out because they would not recognize the union I belonged to. Me, as a free United States citizen, would not give up the union. Even the risk I took in losing the pension I had been looking forward to in my old age, after many years of faithful service."

A typical case of blacklisting furnished by Edward F. Mason, 544 Washington Place, East St. Louis, Ill. [reads:]

"In making out the application for the job at the terminal railroad shops at Brooklyn, Ill., I was very careful not to mention having worked for the Illinois Central.

"I gave reference to three men who I had worked for and who had laid me off on account of a depression in business, each telling me that they wanted me to come back after business picked up.

"Nevertheless the general foreman sent word that I had the reputation of being a trouble maker in the shop. I was formerly on the shop committee at the Illinois Central shops and was secretary of the local System Federation and of the Central Trades and Labor Union of East St. Louis, Ill. In being refused the job it is still open, and they have been unable to get a machinist to take it so far."

Another case of blacklisting came from the Harriman lines [reads]:

"While standing at the depot one day watching the passengers and train Supt. Jeffrey, of the Union Pacific, came up and asked me what I was doing. I said, 'Nothing.' He then said, 'You better take what you can get, for if you go on any other road I will get you,' and then walked off."

I might suggest that the answers disclosed the fact that this particular superintendent, Jeffrey, seemed to have taken that position rather continuously, even to the extent of going to business men and suggesting that the men who withdrew their services should not be given credit, and in that way compelled them to leave town. [Continues reading:]

"The sheriff of Placer County tried to make me go back to work in the railroad yard; so did one of the trustees. Was also watched by special officers, both night and day whenever I left the house, until I left Roseville. And every job I have been on since the strike that amounted to anything, just as soon as they found out I was a striker, I would get fired. But at present I am working for myself—mining. I don't think I will get fired on my own job."

"EDWARD B. ROSE,
"Dutch Flat, Cal."

Then here is one [reading]:

"Shortly after the strike was called I was appointed superintendent of the picket line and as such came in contact with very near every one around the Albina shops, and was also one whom the guards and police were instructed

to 'get'; only the presence of other strikers saved me on several occasions. On one occasion two boys came looking for work. The pickets caught them and were talking to them when a big guard named Stone and Deputy Sheriff McDonald came out in the street and with hands on their guns took the boys and forced them to go inside. Chief of Guards Mack invaded the home of Walter Seibar to arrest him for stealing wheat when it was another man that was wanted, beat him over the head with a revolver, and fractured his skull. The O. W. R. & N. paid big damages on account of it.

"There were 150 deputy sheriffs and police at the shop who received \$100 per month from the city and county; the railroad paid the rest.

"W. C. LUKENBILL,

"Box 601, Rainier, Oreg.

"August 21 1914."

Here are a few typical cases of personal poverty brought about by this lockout. [Reading:]

"I was out of employment so long that I had to break up housekeeping and live with my brother-in-law in Kingsville and was separated from my family six weeks; then my baby was taken real ill and had to bring him back to Houston, Tex., for treatment and I was only making \$2 a day. The union was not able to help us much.

"My sister-in-law lost her mind for nine months, over the strike; left a child 2 years old for the while she was in the asylum. My oldest brother's wife—he was a striker also—they were about to lose their home, and were both ill at the time and no work. I have no job at my trade now.

"Wishing for something better soon.

"Mr. W. P. BEAZLEY,

"2208 Decatur Street, Houston, Tex."

"My wife is a very heavy woman, weighs 240, has been obliged to wear an elastic stocking. Since the strike I could not afford to get one, the arteries of her limb have burst in consequence of it, and she is an invalid. She broke her right leg bone lengthwise and was obliged to work right on with no intermission every day for others, to try to help pay for our home, and our living was bread, butter, tea, sugar, and nothing else; \$17 per month for three of us. This weakened her so as to cause complications at her age, the change of life. We have suffered great inconveniences too lengthy to tell."

This is hardly a typical case; it is an unusual case furnished by Mr. Edwards, 226 Sixteenth Street, Carroll, Ill. [Reads:]

"One man at Carroll tried to commit suicide from worry over the strike and was prevented by friends and was sent to the insane asylum at Anna, Ill. This man's name is Joe O'Loughlin and lives in Carroll. •

"It was generally supposed that Mr. Gatton's death was caused from worry over strike and his wife later hung herself and in a short time his boy Clyde, who was deputy sheriff of Pulaski County, committed suicide by blowing his brains out with a revolver in the presence of his sweetheart, saying, 'Here she goes,' and she did." • •

That is the complete extermination of a family directly attributable to worry growing out of the strike. [Reads:]

"The winter just passed was fearful for me. My wife and babe sick, only making \$57 per month; was compelled to send my boy to work at messenger service in Decatur and the Western Union. I had to keep my two children out of school. They had no clothes or shoes or books, and I had no way to provide for them further than some cheap rooms and enough groceries to keep from starving. More than this, I have an injured mother depending on me since the strike. She has done light work, too much for her strength.

"WILLIAM DELL AHOLT,

"West Third Street, Moulton, Iowa."

"By being sick and out of employment I was forced to ask the Methodist orphanage at Jackson, Miss., to take my three girls and care for them, and when I got able to work would contribute to their support. My oldest sister has the boy, has cared for him since his mother's death six years ago. I, of course, send him money as I can. It was very humiliating to me to ask the home to take my little girls, as well as heartbreaking to part from them, but it was the only thing I could do. We were getting along nicely until the strike.

"F. L. REEKS,

"111 Harrison, Monroe, La."

"We sure have had a hard time since the Harriman strike and more sickness than we ever had in our lives, and my wife had to take in washings and go away and work, and now her health is so poor that she is not able to do her work hardly, but still we have to all work, everything we buy is so high and times have been so hard and work for men is surely scarce here, and I won't scab if I have to beg, although I have had lots of chances to scab.

"FRED W. WEAVER,
"409 East Elms, Salina, Kans."

"One can hardly tell with pen and ink the misery and the heartlessness the railroad corporations has caused me, my wife and I, our separation from our children and grandchildren. My wife has never once murmured. But the suffering she has passed through has plainly left its mark on her face. I am constantly in fear that I shall finally lose my home. As for myself the greatest damage the thing has done to me is that I have almost lost faith in humanity and humanity's God.

"THOMAS SCOPES,
"124 Minnesota Street, Danville, Ill."

Comparing some of these figures with statements furnished by the last report of the Census Bureau; that is, the report compiled and completed, these facts do not seem important; that we maintain in America about 1,500 almshouses; we maintain in America about 30,000 jails; about 10 per cent in even normal times of child life of America is driven into child slavery; about 1,300,000 arrests are made in 156 selected cities in the United States of America every year. We spend about \$50,000,000 taking care of the insane.

The point of view of the workman, as I have found it from my observation and experience, is this: That religion and government, nature and morality tell him to marry. In obedience to these demands and laws he does marry. Incident to marriage comes the blood and moral and civic responsibility of making and maintaining of a home. That man has one thing to give—that is, his labor. He has one revenue and that is his wage. With that wage he must educate and feed and clothe and shelter his children and maintain his home. He gives all he has, the sum total of his physical and mental ability in work. If his pay envelope is not large enough to pay the burden of maintaining his home and educating and clothing his children he is absolutely helpless.

He is surrounded by laws he can not violate. He can not steal to make up the deficit in his pay envelope and discharge his responsibility to his family, because stealing is larceny, and that is a crime prohibited by law. He can not prevent his children coming into the world in order to reduce his family, because that is against the moral law and against the statutory law. He can not beg to make up the deficit, even if he is willing to, and even if organized society believes that begging would be a good thing for character, because begging is vagrancy, and that is prohibited by statute. He can not murder the children to keep from supplying them with food and clothing, because murder is a crime prohibited by statute. He can not avoid the responsibility, even if he were coward enough to want to, and leave his family and his children to the care of society, because if he does that the arm of the law will reach out and by process of extradition bring him back for having abandoned his children or his wife. He can not commit suicide if he is caught before he succeeds in the act, because committing suicide is a crime punishable by statute. And the attempt to pass legislation saying that he can not send his children out to work—why, we have failed to remedy the condition which causes his earning power to decrease as he grows older, while the expenses of his family increase as the children grow older, simply leaves him helpless.

We believe and we know that the children of the red-light district, the women of the red-light district are recruited largely from the girls that are in the beginning driven into child labor, and we believe that a girl who is denied the example of home life at a young age, who is denied a chance for education which fits her to cope with the temptations of life, underfed, with a desire for clothes to make herself attractive so that she can make a happy match of marriage in life, that girl is simply through utter weakness recruited into a thing that men of all minds agree and believe is a mar on our civilization.

We believe, too, that the tendency toward intoxication among men who work hard grows directly out of the fact that those men are underfed and overworked. They live from hand to mouth. They have the responsibility of a family to maintain and they live in the constant dread of losing their job.

to 'get'; only the presence of other strikers saved me on several occasions. On one occasion two boys came looking for work. The pickets caught them and were talking to them when a big guard named Stone and Deputy Sheriff McDonald came out in the street and with hands on their guns took the boys and forced them to go inside. Chief of Guards Mack invaded the home of Walter Seibar to arrest him for stealing wheat when it was another man that was wanted, beat him over the head with a revolver, and fractured his skull. The O. W. R. & N. paid big damages on account of it.

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and in many instances showing the effect upon morality, of the communities within the lockout zone, the direct result of the failure of the Illinois Central and the Harriman lines to even treat with the men as a State federation.

I want at this time to file officially with the commission the exhibits heretofore used in my testimony, together with the thousand-question sheets used as the basis of the investigation as to the Illinois Central and the Harriman lines, as to the social effect.

(The exhibit containing letters from business houses presented by the witness appear at the end of this subject as "Comerford Exhibit No. 5.")

The question sheets also presented by the witness were in printed form.)

Commissioner O'CONNELL. Did Mr. Franklin leave with you a document to be filed?

Mr. COMERFORD. Yes; I thank you, Mr. O'Connell [reads]:

"Statement from Mr. Joseph A. Franklin, international association president of the Boiler Makers and Iron Ship Builders of America.

"I desire to submit a few facts regarding the loss of life as a result of explosions and failures on locomotive boilers on the Southern Pacific Railway system, as compared with 14 other large railways in the United States, covering the same period of time as shown by the annual report of the chief inspectors of locomotive boilers to the Interstate Commerce Commission, issued October 8, 1912, and covering a period from July 1, 1911, to July 1, 1912:

	No. of engines.	Number killed.		No. of engines.	Number killed.
Southern Pacific.....	1,328	32	P. R. R. lines.....	5,574	2
Northern Pacific.....	1,464	0	C. & N. W.....	1,639	0
New York, N. H. & H.....	1,236	0	C. B. & Q.....	1,660	0
N. Y. C. & H. R.....	2,729	4	C. M. & St. Paul.....	1,593	0
Missouri Pacific.....	1,161	1	Erie Railway.....	1,403	0
Great Northern.....	1,192	0	Southern Railway.....	1,939	0
Baltimore & Ohio.....	2,078	1			
A., T. & S. F.....	2,300	3		28,545	43
C., R. I. & P.....	1,557	0			

The final figures show that the railroad companies mentioned had 28,545 engines in service, the Southern Pacific having 1,328 of them; that the total number killed were 43, and that for the 28,545 engines; and the Southern Pacific, having 1,328, killed 32.

Chairman WALSH. Commissioner Aishton would like to ask you some questions.

Commissioner AISHTON. Regarding that last exhibit, Mr. Comerford, I suppose you have no personal knowledge of the conditions prevailing in the boilers on the Southern Pacific with regard to the character of the water used?

Mr. COMERFORD. Nothing that would be expert at all.

Commissioner AISHTON. The Southern Pacific, you know, runs largely through a desert country in the southwestern part of the United States, and the character of the water may have something to do with the boiler explosions.

Mr. COMERFORD. That would be quite as true of the Santa Fe as it would of the Southern Pacific, would it not?

Commissioner AISHTON. Yes, in a measure. Mr. Comerford, then this survey that was made, as I understand it, covered 1,000, did it?

Mr. COMERFORD. Yes, sir.

Commissioner AISHTON. And it shows, does it not, the number of increases made on the lines of the Illinois Central?

Mr. COMERFORD. Yes.

Commissioner AISHTON. And of the Southern Pacific and the other lines interested in this affair separately?

Mr. COMERFORD. Yes.

Commissioner AISHTON. It shows just how it was distributed?

Mr. COMERFORD. Yes.

Commissioner AISHTON. Your survey indicated not only a very distressing condition to the former employees and their families of the different railroads, but also disclosed quite an interruption to the different commercial industries, along the line of the railroad?

Mr. COMERFORD. It did.

Commissioner AISHTON. And that is indicated by these letters of these business men and various industries?

Mr. COMERFORD. Yes.

Commissioner AISHTON. And you testified directly, I believe, regarding some suit growing out of the fact that the business of some coal company was very much interrupted and that of other lines of industry connected with the coal mining industry; that men were thrown out of work, and all that kind of thing?

Mr. COMERFORD. Yes.

Commissioner AISHTON. You heard Mr. Markham's testimony, I believe, as to the large financial loss to the Illinois Central Railroad during the strike?

Mr. COMERFORD. Yes.

Commissioner AISHTON. Now, you have given the matter, a great deal of study, I should assume, Mr. Comerford, and the commission would like to have your opinion as to a remedy—that is what we are all looking for, the corporations, the employees, the Government, and the people. Have you given the matter any thought?

Mr. COMERFORD. I have.

Commissioner AISHTON. Have you any objection to stating to the commission what your ideas are in regard to that, Mr. Comerford?

Mr. COMERFORD. I have not.

Commissioner AISHTON. We would be glad for such expression.

Mr. COMERFORD. I believe that Mr. Kruttschnitt struck the vital point when he spoke of publicity, but Mr. Kruttschnitt failed to provide in his detail a scheme by which the men would be able to secure publicity on the same terms with the companies, not having the money and not having the other methods of reaching the public. I believe that either a commission or the Department of Labor should, instead of being an unimportant department in the Government, should be made one of the most important, this being an industrial age and industrial problems being the most important, and that the powers of voluntary arbitration should be given; that a method of publicity should be devised in connection with the department; that the Government itself would issue the bulletins concerning the facts, and that the newspapers would be compelled to print them. In other words, I believe in an absolute Governmental supervision of the giving out of the news that affects that third party known as the people. It is not only the employer and the employee that have an interest, but the general social status of the State is directly connected, the shippers, the business men, the farmers, and all of the public who are affected by the general condition of the times.

I believe we should have voluntary arbitration and that in conjunction with it the Government should issue the bulletins, and it should be compulsory on the part of the newspapers to print the facts in a given situation. I believe that if the newspapers, for instance, while these negotiations were pending, had printed the actual facts, that instead of the pitched battle that was resorted to on the 30th of September, 1911, the Illinois Central and the Harriman lines would have come to the council table with the men, and these tentative agreements and rules which were simply submitted for the purpose of negotiating would not have been thrown out, and the situation that happened on the 52 roads would have happened on those roads, and there would have been no difficulty.

I believe the Government will be compelled ultimately to take the position that the men not only have the right to organize, but, for the good of the country, must always organize. I think collective bargaining makes it absolutely imperative that you have organization—an organized force among the men.

In the day of the individual being the master over individuals as employees, that man was held responsible in the community for the conditions under which his men worked, the wages that they got, and in a measure, their families, and if he drove too hard a bargain, the penalty of social disgrace was visited on him and his family. If the family of the employee was compelled to ask for charity, the community rose up against the individual employer. But when the corporation form succeeded the individual employer which gave the individual employee a chance to come in personal contact with the employer, there came a different way of doing business; there came two grades of employees, one grade you call official, and the other grade you refer to as the men. A man who can official in an industry is simply retained by the stockholders and given a certain field and told to get the best possible results, and he becomes a slave driver in many instances, not because he wants to, but because he knows that his future, his increase in salary, and his advancement is determined by the profits and dividends that he can secure for his employer. He also knows that in competition with other employers, other officials occupying the same position, that if the returns from his work do not show well, he will

probably lose his place and go downward, and that stimulates a man to activity that in many cases is not human.

Commissioner Aishton. Of course, that is largely theoretical, is it not, Mr. Comerford?

Mr. COMERFORD. I think anything that has not been put in practice is theoretical.

Commissioner Aishton. Now, coming back to the remedy—you think—and I infer that in your talk, you are referring to what may be called employees of transportation companies as distinguished as purely industrial concerns?

Mr. COMERFORD. Yes.

Commissioner Aishton. You think there is a difference between the regulation, if we call it such, that should apply to employees in transportation concerns, where the distress is so widespread and the interference with commerce so great, and of purely industrial concerns?

Mr. COMERFORD. It is simply the accentuation of a condition, that is all; it might be to a larger degree in transportation companies, meaning by transportation, shopmen and such.

Commissioner Aishton. I mean men employed by transportation companies in any capacity in the transportation fields; does not collective bargaining become a proposition applying to a greater number of employees, in a greater degree, than in other business at the present time? I do not mean this present form of collective bargaining that this trouble is over, but collective bargaining where the men, as a body, negotiate with their employers, rather than as individuals.

Mr. COMERFORD. That is true.

Commissioner Aishton. Both in the shop trades and in the train service?

Mr. COMERFORD. That is true.

Commissioner Aishton. I think so. You are familiar with the Erdmann Act, and the Newlands Act, as it is now called in its amended form?

Mr. COMERFORD. Yes.

Commissioner Aishton. Does that seem to lack the feature of authoritative publicity that you think, and Mr. Kruttschnitt thinks, is one of the principal features in the elimination of the trouble?

Mr. COMERFORD. I think it absolutely lacks it; and that is its weakness.

Commissioner Aishton. Do you think it ought to be strengthened by new legislation that will bring that about?

Mr. COMERFORD. I do. I think it utterly ineffective without that.

Commissioner Aishton. I think you agree with Mr. Kruttschnitt, in his testimony, that compulsory arbitration has been a failure?

Mr. COMERFORD. I think so.

Commissioner Aishton. And would not be fair?

Mr. COMERFORD. Particularly in our country; it could not be.

Commissioner Aishton. I think that is the general opinion. I do not know. I heard some discussion the other day about this Canadian act known as the Lemieux Act, are you familiar with that?

Mr. COMERFORD. Yes.

Commissioner Aishton. The provisions of that provide for publicity, do they not, by Government authorities?

Mr. COMERFORD. Yes.

Commissioner Aishton. What are the weak points in that act, as you see it?

Mr. COMERFORD. The weak point in that act is the period of time given the employer to get ready for the difficulty.

Commissioner Aishton. Two weeks?

Mr. COMERFORD. Yes.

Commissioner Aishton. That is its only weakness, is it, Mr. Comerford?

Mr. COMERFORD. I think that is the principal weakness in the act.

Commissioner Aishton. I am not familiar with the terms of the act; I heard it discussed once or twice.

Mr. Comerford, just as a matter of correction for the record, I notice, and I think it was an inadvertence, that you used the term "lockout" in speaking of some of those typical cases on the Southern Pacific road; as a matter of fact, there was no lockout, was there?

Mr. COMERFORD. In my opinion, it was a lockout. The definition of lockout by the Supreme Court of the United States is the closing down of a factory for the purpose of putting out of employment men. Now, it is my contention that an American citizen has a right to organize, and if he has the right to organize, he has the right to organize in such form as he pleases. If that is

true, the railroad company, or any other employer, that refuses to meet men for the purpose of negotiating an agreement simply because of the form the men select to meet them constitute, in my judgment, as complete a lockout of those men as though they turned the key in the factory and suspended operations. This is analytical, of course; it is a matter of analogy. I have always insisted this was a lockout, rather than a strike.

Commissioner AISHTON. Under the original interpretation, though, of those words, it would hardly apply, would it?

Mr. COMERFORD. My interpretation is based on the reasoning in the United States Supreme Court decisions, and until they are changed I have been taught as a lawyer to follow them.

Commissioner AISHTON. I judge that is very correct.

In speaking about publicity the other day, Mr. Comerford, there was a mention made to the employees publishing a paper.

Mr. COMERFORD. Yes.

Commissioner AISHTON. And that was the only means of publicity the men had?

Mr. COMERFORD. Yes.

Commissioner AISHTON. Is there a file of that paper in existence?

Mr. COMERFORD. Yes.

Commissioner AISHTON. Would there be any objection to giving the commission a file of that paper?

Mr. COMERFORD. I think not; of course, if the file in existence is the only file, it would probably be furnished with the understanding that it be returned, because the file would be important to the men involved, it being the history of their efforts as to publicity.

Commissioner AISHTON. Would it be satisfactory, Mr. Chairman, that it be furnished with that understanding?

Chairman WALSH. It may be filed under those conditions. If there is an extra file we will have our investigator go and get it; and if not, it may be submitted under those conditions.

Commissioner AISHTON. I think that is all.

Chairman WALSH. Commissioner Garretson would like to ask some questions.

Commissioner GARRETSON. Your idea of publicity in connection with industrial strike is this, is it not, that the information upon which public opinion shall be based, should come from an authoritative governmental source so that it would be impossible to form public opinion on misinformation?

Mr. COMERFORD. That is exactly the purpose of it.

Commissioner GARRETSON. Your idea would debar either side from the publication of alleged facts?

Mr. COMERFORD. Exactly.

Commissioner GARRETSON. Viewed through their own glasses?

Mr. COMERFORD. Exactly.

Commissioner GARRETSON. In regard to the publicity that comes under the Lemieux Act, the Dominion industrial dispute act, your idea would be that if investigation by the Government became compulsory that it should progress without halting?

Mr. COMERFORD. Exactly.

Commissioner GARRETSON (continuing). The progress of the strike?

Mr. COMERFORD. Exactly.

Commissioner GARRETSON. That is, it would not afford an opportunity for either side to reinforce itself while the investigation was taking place?

Mr. COMERFORD. Yes.

Commissioner GARRETSON. Have you ever seen—I assume you are somewhat familiar with the workings of the Lemieux Act?

Mr. COMERFORD. Not from actual contact in Canada.

Commissioner GARRETSON. What?

Mr. COMERFORD. I am not familiar with it from any actual disturbance in Canada.

Commissioner GARRETSON. Then you might disclaim competence to answer the question I am going to ask; have you ever seen a report coming from any investigation made under the Lemieux Act?

Mr. COMERFORD. No, sir.

Commissioner GARRETSON. Except what was a defense of the decision reached by that board?

Mr. COMERFORD. I have never examined a report under that act.

Commissioner GARRETSON. I have been "Lemieuxed" a few times.

That is all.

Commissioner AHSITON. May I ask one more question?

Chairman WALSH. Yes.

Commissioner AHSITON. I was not quite clear about your idea of the Erdmann or the Newlands Act; I did not ask this specific question, as to whether it is your opinion that that act ought to apply to all employees in transportation service, or should it apply only to shopmen—that is, the shop craft?

Mr. COMERFORD. No; it is my idea that an act based on the principles of that act, with certain amendments, should be made to apply to all men who work.

Commissioner AHSITON. That was the intent of my opinion; that is all, thank you.

Chairman WALSH. Will you, at your convenience, suggest the amendments on that basis that you have to suggest to that act?

Mr. COMERFORD. Make a rough draft?

Chairman WALSH. Yes; just a rough draft.

Mr. COMERFORD. I will be glad to.

Chairman WALSH. That is all; thank you, Mr. Comerford; you will be permanently excused.

ADDITIONAL STATEMENT OF MR. JULIUS KRUTTSCHNITT.

SOUTHERN PACIFIC CO., EXECUTIVE COMMITTEE,

April 14, 1915.

To the Hon. FRANK P. WALSH,

Chairman United States Commission on Industrial Relations,

Field Headquarters, Transportation Building, Chicago, Ill.

DEAR SIR: One of the questions asked me when I appeared before your honorable commission in Chicago on Saturday, April 10, was what could be done to settle labor disputes and maintain industrial peace in the future. I should like, with your permission, to explain my answer in some detail.

The act of Congress approved June 15, 1913, known as the Newlands Act, providing for mediation, arbitration, and conciliation in controversies between certain employers and employees, is a great improvement on the Erdmann Act, which it superseded, but it relates to employees engaged in train service or train operation only of common carriers engaged in interstate commerce. Its usefulness would be greatly increased if it were made to apply to all railway employees engaged in the interstate business of the employer, including those engaged in keeping in repair cars, locomotives, appliances, machinery, track, roadbed, and other instrumentalities of interstate commerce. The Board of Mediation and Conciliation appointed by the President under the act has proven useful in maintaining industrial peace, but as it frequently results, as a consequence of invoking the services of this board, that railway expenses are increased, it is very important to the carriers that the board should be closely coordinated with, or, better still, subordinated to the Interstate Commerce Commission, so that the same authority responsible for increasing expenses of the carriers should at the same time incur a corresponding responsibility for providing revenue to meet the expenditures. The reasonableness of such a provision is apparent when the complete control of revenues and almost equally complete control of expenditures by Government at the present time is considered.

The Newlands Act provides that when a controversy arises either party may apply to the Board of Mediation and Conciliation for its adjustment, and the board may offer its services to the parties in controversy where interruption to public service is imminent. There is no obligation, however, other than a sense of obligation to the public, on either employer or employee to submit differences to mediation. Instances have occurred where mediation and arbitration have been stubbornly refused with utter disregard of the public's interest and rights, and the act offers no remedy. This defect could apparently be remedied, as is done in the Canadian industrial disputes investigation act of 1907, which makes a combination, lockout, or strike illegal until the questions at issue shall have been thoroughly investigated and made public; and there should be a provision that where the board offers its services for investigation, mediation, and conciliation it shall be obligatory on and not optional to the parties to submit their differences so that the public may judge the dispute intelligently.

The desirable feature in the Canadian act is that it compels investigation and publicity and peace pending investigation, and paves the way, as the Newlands

Act does, to arbitration, which, however, is optional with the parties to the dispute. The Canadian department of labor, in its bulletin of April, 1914, reviews the proceedings under the industrial disputes investigation act of 1907 for a period of seven years during which it had been in effect. One hundred and sixty-two applications had been received, as a result of which 141 boards of conciliation and investigation were established. In 19 cases the matters in dispute were adjusted by mutual agreement while steps were pending for the establishment of boards. Two applications were under consideration at the end of the year. There were altogether only 18 cases in seven years in which strikes were not either averted or ended through the instrumentality of the act. Out of this total one occurred in the operation of railways, five in railway offices, shops, and yards, and one in the operation of a street railway. In a report dated December 9, 1912, on the industrial disputes investigation act of Canada, 1907, made by Sir George Askwith, chief industrial commissioner to the British Board of Trade, and presented to both Houses of Parliament of Great Britain, the purposes of the act are defined as follows:

"The simple purpose of the act is to insure the recognition of the interests of the public as a third party in trade disputes, and the insistence that that third party, through the Government, shall have a voice in regard to a dispute affecting their interests, and, accordingly to the act, before a stoppage of work takes place. In practice, the recognition extends to cases arising before or after a stoppage of work. While this principle of the recognition of the public interest in trade disputes is emphasized in the act, the actual interference with the parties in their settlement of their differences is sought to be reduced to a minimum by the act being confined—

1. To industries whose uninterrupted continuance is of high importance to the well-being of the Nation (mining, railways, shipping, and other public utilities); and

2. To a brief suspension of the right to stop, as distinct from a complete prohibition of stoppage."

And further on occur the following views, which are as applicable to our country as they are to Great Britain:

"* * * and I think that it might be feasible in the United Kingdom, with advantage both to employers and employed, to give opportunity for such investigation and recommendation as would bring into light the real causes of difficulties, and create in the public mind and in the minds of employers and employed the opinion that when opportunity exists by law such opportunity should be taken advantage of, and that strikes and lockouts ought not to be commenced, and certainly not supported by 'sympathetic' strikes, while such investigation and recommendation are pending. Investigation and recommendation would not be necessary in all cases, and could well be confined, at any rate in the first instance, to cases in which the public were likely to be seriously affected.

"From the point of view of the public the advantage of such a course is obvious. The public have no use for strikes or lockouts, and such a course might reasonably be expected to lessen their number. While the public might often have much difficulty in bringing opinion to bear in favour of acceptance or rejection of technical decisions, which in many trades it would be impossible for persons who had not examined the question to understand, their support to the principle that the ordeal of battle should give place to reasonable judgment would probably be emphatic and frequently effective.

"From the point of view of the employers such a course need not interfere with the administrative details of business or discipline, but should give better opportunity for regular and consecutive business by reducing the number of strikes, by bringing strikes to an earlier conclusion, and by the powerful effect which I am convinced would result in the direction of rendering unnecessary and ineffective the progress of those sympathetic strikes by which employers having no quarrel with their own workmen are now so frequently disturbed."

Reports of the satisfactory operation of the Canadian act, and a conviction that like benefits would accrue through the adoption of some of its provisions in the United States, induced me to send an assistant to Canada in September, 1914, to learn at first hands from the managers of Canadian railways, and from the Canadian department of labor, their experience with the operations of the act. The opinion alike of railway executives, and of the commissioner of labor, was that their disputes and investigation act was satisfactory and very successful in preventing lockouts and strikes. In discussing the results of our observations with the executive heads of some of our important railway systems the

opinion was expressed, without exception, that the provisions of the Canadian act were most helpful in the interests of employers, employees, and the general public, the three parties to every industrial disturbance.

Respectfully submitted.

J. KRUTTSCHNITT.

P. S.—The report¹ of Sir George Askwith, in which the industrial disputes investigation act of 1907 is printed in full as an appendix, is of such great interest and fits so closely conditions in our own country, that I inclose a copy.

ADDITIONAL STATEMENT OF MR. JULIUS KRUTTSCHNITT.

SOUTHERN PACIFIC CO., EXECUTIVE COMMITTEE,

April 30, 1915.

HON. FRANK P. WALSH,

Chairman U. S. Commission on Industrial Relations,
Transportation Building, Chicago, Ill.

DEAR SIR: Mr. N. H. Loomis, general solicitor of the Union Pacific, informs me we are invited to file, on or before May 10, answers to data put before the Industrial Commission by Mr. Comerford on April 10 and 12.

ARBITRARY POWER THE OBJECT OF THE STRIKE.

Mr. Comerford in his testimony, referring to a copy of a circular offered by me to show the attempt of the federation on the Harriman lines to bring about a strike on all railroads in the United States, says that the men refused to sanction it, thereby proving that the power to paralyze business throughout the country was safely vested in their hands.

The federation then existed on but few lines, and the overwhelming vote against a general strike was cast not by federationists but by members of the separate crafts in no wise connected with them. I offered the copy of the circular to prove that federation was not for convenience, economy, and celerity in treating with the employers, as frequently alleged, but for the purpose of acquiring arbitrary power and absolute and irresponsible control over the railroads. That the attempt failed was due not to the good judgment of the federated men, who did all in their power to cause a general strike, but to the good judgment of nonfederated men in the various crafts on roads not under federation control.

The aims of the federation are evidence by the following quotation from their circular:

"* * * to fire our most effective shot, to wit: The federation with other federations and union shopmen throughout the country, so that if necessary to win this strike they can be called out and force the railroads to grant our demands * * *."

The allegation that the men's demands on the railroads were for much more than they expected to get and that if audiences had been granted they would have been materially modified is proven untrue, thus:

"Let us make the federation of shop employees as nearly invincible as possible * * *, to compromise at this time would probably prevent the federation of the shopmen into a nation-wide organization. * * * Through compact organization comprising not only one craft but all crafts working in one industry, that strikes can be decisively won, enabling the workers in that industry to demand and realize conditions which they know to be just * * *."

"* * * to call out, if necessary, all other shopmen in the United States for the purpose of winning, if possible, without compromising the demands of the blanket agreement, all of which demands we consider not only fair and just, but actually conservative."

That is, the federation was to be the sole judge of the justness of the blanket demands, as to which there was to be no compromise.

We always feared the arbitrary power and the absolute and irresponsible control of the functions of the railroads that system federation would vest in the men. The candid admissions above referred to, made three or four months after the declaration of the strike, prove how well grounded were our fears, and vindicated our judgment in declining to enter into agreements that would have surrendered the trust imposed on us by the stockholders and the public.

¹ Submitted in printed form.

9950 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

EMPLOYMENT OF MEN UNDER FALSE PRETENSES.

It is alleged that employment agencies deceived the men by false and fraudulent representations. Every man employed on our lines made application for employment over his signature on a form marked "A," hereto attached, one of the paragraphs of which is as follows:

"I am to take the place of any former employee of the company who is on strike or who has ceased to work for any reason."

PUNISHMENT FOR ASSAULTS, TAMPERING WITH WITNESSES, ETC.

After giving details of indiscriminate arrests on the Illinois Central and adding that in few or no cases was guilt proven or punishment inflicted, Mr. Comerford says: "I have been giving statistics in my own experience, and others by the thousand will be filed."

I have not seen the thousands of statements filed by Mr. Comerford, but for fear that he may have overlooked the record of arrests and convictions on Southern Pacific lines, I attach a statement, marked "B," which shows that out of 118 arrests made for such crimes as assault with deadly weapons, assault and battery, firing shots, etc., punishment was inflicted in 51, or 43 per cent of all cases.

One of the strikers punished was G. W. Leopold, vice president of the machinists' union, who had just been elected to the presidency but had not yet taken office. He tried to smuggle witnesses in an assault and battery case out of the country, and on being detected became a fugitive from justice for a period of six months, when he was arrested and convicted and sentenced to six months in jail.

MURDER AND ASSASSINATION CASES.

Three other cases, in which no arrests have yet been made, deserve specific mention:

J. J. Pipes, a citizen of Athens, Tex., employed as guard in the company's shops in Houston, and a number of his fellow citizens were attacked by strikers, who began by throwing rocks and ended in shooting, as a result of which Pipes was wounded and died a few days afterwards. The stereotyped claim was made that Pipes was shot by his friends.

Frank Tullis, employed as guard in the shop grounds at Houston, was separated by a rail fence from a crowd of strikers and sympathizers. At 1 o'clock in the morning of October 4, 1911, as Tullis passed on his beat, an assassin, who rested his gun on the fence, shot and instantly killed him.

Thomas Lyons, an old shop employee at Houston, who did not go out on strike, engaged in feeding his pet cats near the roundhouse in Houston in the early morning of December 16, 1911, was instantly killed by a shot fired apparently from a building patronized by striking shop employees.

All three of these American citizens lost their lives because they had not considered it necessary to obtain a license from the federation to work for the support of their wives and children.

USE OF DYNAMITE—INCENDIARISM.

In the federation meeting at Salt Lake in June, 1911, resolutions were adopted offering sympathy and moral and financial support to the union men who murdered 32 men in Los Angeles with dynamite for no offense other than failing to secure permission of the unions to work for the support of their wives and children.

On October 16, 1911, a watchman stationed at a high railroad bridge near Naples, Cal., detected a man running from under the bridge, and on investigation discovered 41 sticks of dynamite near one of the piers, with caps and fuses ready for lighting attached to 21 of the sticks. The intention was evidently to wreck the bridge in front of an early morning train, and to throw it, with its innocent passengers, to the bottom of the canyon.

On the morning of October 27, 1911, a signal inspector at Ellwood, Cal., discovered 34 sticks of dynamite placed in and around the frog of the west switch, and 34 more sticks in the frog of the house track.

November 6, 1911, section Foreman found 19 sticks of dynamite near Ellwood depot.

November 10, 1911, occurred an explosion of powder that had been placed on top of steam pipe of tourist car in passenger train at El Paso, Tex.

June 8, 1912, a quantity of dynamite was found on track near depot, Merlin, Oreg.

September 8, 1912, 30 sticks of dynamite were found under rails and six detonating caps placed on the explosive, with a wire connecting the caps and rails.

October 23, 1911, bridge near Tracy, Cal., discovered on fire with a bundle of waste and bunch of matches.

On January 30, 1912, one J. Scott, secretary of the federation, issued strike bulletin No. 100 from its office in the Hibernia Building, San Francisco, and under the heading, "Brothers, greeting," informed them that he had found a "very able" article relating to the falling earnings of the Harriman lines, one paragraph of which, reading thus: "The strike is practically over, but train movements are interfered with by bars of soap that get into the engine boilers accidentally and emery dust that somehow gets on the axles," was followed by this suggestive and illuminating comment from Scott to the brothers: "He forgot to mention the dynamite or sugar that caused so many boiler explosions. Next." The "next" probably refers to the destruction of locomotive No. 704 at San Antonio, Tex., on March 18, 1912, when 30 men were killed. Independent experts, after careful investigation, were unable to find evidence reflecting on the character of the boiler and appliances, or on the ability or conduct of the company's employees, sufficient to explain the destruction and condition of the wrecked parts of the locomotive; but their investigation resulted in creating a strong suspicion of the use of high explosives, and it is confidently expected that time will furnish the explanation of what is believed to be a crime almost without parallel.

DENIAL OF BLACKLISTING E. B. ROSE.

A statement of Ed. B. Rose, of Dutch Flat, Cal., is given to show that after the strike this man was hounded out of employment by railroad influences. He voluntarily and emphatically denies any such meaning, as evidenced in copy of his statement hereto attached, marked "C."

SUPPLYING OMISSION IN FRANKLIN'S EXHIBIT.

Mr. Franklin, president of the Boilermakers and Iron Shipbuilders of America, introduces comparative statistics of accidents due to failures of locomotive boilers on the Southern Pacific and other railroad systems.

Mr. Franklin, though evidently a close student of such matters, offers no explanation of these figures. To supply what was no doubt due to lapse of memory, we offer the following, for which we are indebted to the much better memory of the secretary of the Federation of Shop Employees, who in the fraternal greetings already referred to glouts over the effect of soap in locomotive boilers and emery on journals, and calls attention to the fact that many explosions caused by dynamite had been forgotten: On the Southern Pacific lines west of El Paso 301 locomotives, 65 passenger cars, and 3,769 freight cars were maliciously damaged, and 62 attempts to damage roundhouse and shop facilities were made. The secretary was not troubled by doubts as to what caused locomotive explosions.

PURCHASING PUBLICITY.

Mr. Comerford says the men were not able to secure publicity on the same terms with the companies, not having the money and other methods of reaching the public.

I repeat what I said in my oral testimony, that our companies spent no money to advertise their side of the case. Statements were furnished to the press, on request, when the strike was called, but thereafter little or nothing appeared from the company's side, as its officers were instructed to devote their energies to reorganize the service, to ignore statements emanating from labor headquarters, and to avoid newspaper controversies. In addition to their publications in newspapers, the employees published bulletins and circulars which were widely circulated.

9952 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

LOCKOUT OR STRIKE?

Mr. Comerford, in reply to a question, defends his use of the term "lockout" applied to the federation strike by quoting the Supreme Court's definition of a lockout to be "the closing down of a factory for the purpose of putting out of employment men."

On September 26 and 27, 1911, the following telegrams were exchanged:

[Postal telegram.]

DAVENPORT, IOWA, Sept. 26, 1911.

JULIUS KRUTTSCHNITT,

V. P. U. P. Ry. Co., 120 B'way, N. Y.:

We are officially instructed by our organization to request you to agree to meet the representatives of the shop federations or to notify you that we have no other alternative but to give our approval and permission to the men on the lines you represent to quit work. We will expect an answer so that we can arrange to meet you by noon Thursday next at Chicago for the purpose of making the necessary arrangements as above indicated. Send reply to James O'Connell, Davenport Hotel.

J. W. KLINE,
M. F. RYAN,
J. A. FRANKLIN,
M. O'SULLIVAN,
JAMES O'CONNELL.

[Western Union telegram.]

NEW YORK CITY, September 27, 1911.

JAMES O'CONNELL AND OTHERS,

Davenport Hotel, Davenport, Iowa:

Replying to your telegram of September 26, my presence here, of course, makes it impossible for me to meet you in Chicago Thursday noon.

If the essentials of admittedly fair and considerate treatment, the payment of the highest wages of any railroads in the territories served by our lines, and the guaranty of hospital and generous pension benefits have not been sufficient to deter our shopmen from terminating agreements insuring these conditions, made from time to time in conference with their labor unions, and from spending four or five months in devising new issues and means to destroy existing harmonious relations, and, moreover, are not sufficient to induce them to remain in our employ and to make them realize their duty to the public, I do not see that we can do anything more to convince them that they have no good reason to stop work or to prevent your giving approval and permission to them to leave our service.

J. KRUTTSCHNITT.

Assuming for the sake of the argument that the Supreme Court is correctly quoted, the issue on the Southern Pacific does not in the remotest degree come under the definition. At no time were the shops or factories of the company closed, and at no time was any person desiring work deprived of access to the shops, except by the strikers themselves. When the strike was declared 40 per cent of the Southern Pacific shop forces ignored the order and remained at work. It requires a good deal of ingenuity to make the Supreme Court definition apply to the 60 per cent who walked out of buildings that were not "closed down" at any time, and who, in walking out did so of their free wills and with the permission and approval of five gentlemen in Davenport, Iowa, and without the exertion of any pressure or compulsion by their employers.

Yours, very truly,

J. KRUTTSCHNITT.

"A."

(The application blank marked "A" was submitted in printed form.)

"B."

Arrests of strikers and their sympathizers for violation of the law in connection with shopmen's strike on Southern Pacific lines during 1911-12.

PACIFIC SYSTEM.

Charge.	Punishment.					Dis-missed.	Total arrests.
	Jail sentence.	Fine.	60-day probation.	Reprimanded.	Total.		
Violence to persons:							
Assault.....		1		2	3	18	21
Assault with deadly weapon.....		1			1	1	2
Battery.....	1	14			15	23	38
Firing shot.....						1	1
Badly beaten.....	1				1		1
Total.....	2	16		2	20	43	68
Other charges:							
Disturbing peace.....	1	3	1		5	2	7
Trying to incite riot.....			8		8		8
Impersonating an officer.....						2	2
Interfering with an officer.....						1	1
Petit larceny (stealing air hose).....	1				1		1
Total arrests.....	4	19	9	2	34	48	82

SUNSET-CENTRAL LINES.

Violence to persons:							
Assault.....	1				1	12	13
Assault with deadly weapon.....		4			4		4
Assault and battery.....		4			4		4
Badly beaten.....	5				5	1	6
Intimidation.....	1	1		1	3	4	7
Abusive language.....						2	2
Total.....	7	9		1	17	19	36

TOTAL.

Violence to persons:							
Assault.....	1	1		2	4	30	34
Assault with deadly weapon.....		5			5	1	6
Battery.....	1	14			15	23	38
Assault and battery.....		1			4		4
Firing shot.....						1	1
Badly beaten.....	6				6	1	7
Intimidation.....	1	1		1	3	4	7
Abusive language.....						2	2
Total.....	9	25		3	37	62	99
Other charges:							
Disturbing peace.....	1	3	1		5	2	7
Trying to incite riot.....			8		8		8
Impersonating an officer.....						2	2
Interfering with an officer.....						1	1
Petit larceny (stealing air hose).....	1				1		1
Total arrests.....	11	28	9	3	51	67	118

OFFICE OF CHAIRMAN OF EXECUTIVE COMMITTEE,
SOUTHERN PACIFIC COMPANY,
New York City, Apr. 26, 1915.

"C."

STATEMENT OF MR. E. B. ROSE.

DUTCH FLAT, April 20, 1915.

About the year 1908 or 1909 I was employed by the S. P. Co. as heavy repair man in Sacramento shop in car shop No. 5, Mr. George Bottoff, foreman. I worked in the shop about four months, then I went out into the Sacramento yards and went to inspecting air, under Mr. McInerry, foreman. I worked about a year in the yard, then went to Elvas Junction and tended switches for Mr. Andy McDonough, yardmaster. I worked at Elvas about a year. From Elvas I went to Roseville as air inspector, working under Mr. Chilton, foreman. I worked at Roseville until the strike was called, September 30, 1911. I went out with the strikers. I was a member of the Brotherhood of Railroad Carmen of America at that time, but "not" the present time. The strike had been on about three months when I was appointed financial secretary of B. R. C. of A. About six months after the strike was on I was appointed chairman of the local federation of labor at Roseville. I was at Roseville about one year after the strike. I moved to Dutch Flat with my wife and three children, one 7 months, the other 2 years, and the other 4 years old. I went to work for the Utah Construction Co. as a brakeman and worked about two weeks and was sent by the Utah Construction Co. to the Whitley Construction Co. I was running an engine. I stayed with the job till it was finished.

The S. P. Co. nor any officials of the Southern Pacific Co. did not interfere with me in regards to me seeking employment. They did not point me out as a striker or did not hinder me from making a living for my family and myself; not that I know of; and if anyone connected with the S. P. Co. would have interfered with me seeking a living I would have surely known of same.

There were forms sent to all strikers to fill in from the attorney of the B. R. C. of A. Mr. Comerford was the name of one of the attorneys. The forms were in the nature of, "Where party was employed and where employed at the present time and if S. P. Co. was interfering with me in regards to getting employment." I stated in the form that I had gone to work for the P. F. E. Co. at Roseville, icing cars in the Roseville yards. That was three days after the strike was called. I worked one shift and got laid off, but I did not state in the form sent to me the cause of my discharge, because I did not know. The forms were sent from the B. R. C. of A. The financial secretary is named E. W. Weeks and is located at Kansas City. I do not know if forms were sent to me from Kansas City or Chicago. If the S. P. Co. would tender me a position, I surely would accept quickly.

E. B. ROSE.

Witnesses:

GEORGE GREEN, *Special Agent.*
WILLIAM AMIE, *Dutch Flat.*

ADDITIONAL STATEMENT BY MR. J. W. KLINE.

The premium system installed in the mechanical department of the Union Pacific Railroad in 1903 was fought by the metal trades for one year. The late E. H. Harriman was instrumental in settling that strike over the head of President Burt, who was the one who attempted to force the premium system on the shop employees. The strike was settled with the understanding that the premium system would not be forced onto any one who did not care to work it, but it was not altogether withdrawn, and union men were encouraged to work it. Several cases came to my attention where an extra allowance would come on pay day, and up to date it is being worked more or less on the Union Pacific.

Mr. Markham, president of the Illinois Central; Mr. Parks, general manager; Mr. Foley, assistant manager; Mr. Barnum, general superintendent of motive power, were formerly Harriman-line officials, and shortly after their affiliation with the Illinois Central the time-study cards were introduced, and in some instances the stop watch was used, and with these innovations and other discriminations among the subordinate officers, the men became uneasy and complained that since the arrival of the new officials a speed-up policy was being inaugurated; especially were they alarmed because the officials responsible came from a road that was working the premium system more or less.

During the convention held in Kansas City, 1912, a message was sent to President Taft, signed by a committee of delegates representing the convention, appealing to him to interest himself in the strike, as the various boiler explosions and other bad conditions of the car equipment were dangerous to the travelling public. That was about the sense of the telegram. To that we received no reply.

In the early part of the year 1913 Mr. Parks, general manager of the Illinois Central, met representatives of our federation in the East and a proposition was made which was laid before the general officers of the federation in Chicago on February 26. The proposition was given consideration and a meeting was arranged with Mr. Parks and Mr. Bell, his superintendent. At this conference Mr. Parks absolutely refused to sign a federated agreement. Neither would he sign a contract with any craft, but would give us a set of rules that the strike breakers were then working under, and out of about 9,000 strikers he would give employment to 300 immediately and in the course of the summer he would take them back as needed, without discrimination as to their union affiliations.

This proposition, ridiculous as it was, was submitted to the general chairman of the various organizations on the Illinois Central in St. Louis on March 4, and by that committee unanimously rejected. They concluded that the union men would be taken back in such small numbers that they would either be forced to quit the service or be induced to leave the unions by the time another batch of strikers would be taken back. What the company wanted particularly was that the strike be called off.

At the Seattle convention of the American Federation of Labor in 1913 we wired President Wilson through President Gompers and requested that he use his good offices in behalf of the strikers. We were encouraged in this effort on account of the Harriman lines officials recognizing a federation of the transportation brotherhoods on the G. I. & S. A. at Houston, Tex., and federation being the obstacle in the way of a settlement between the mechanical crafts and the company, we thought that a precedent had been established that might possibly lead up to a settlement of our strike. No results.

At our next convention in Kansas City, April, 1914, it was decided that we open up negotiations with the general managers' association with headquarters in the Transportation Building in Chicago. This also proved unsuccessful. Later in the year (I think in August) an effort was made by the Department of Labor to mediate, and Mr. Moffitt and Mr. Smith met President Markham, of the Illinois Central, in Chicago on one or two occasions, and also Mr. Kruttschnitt, of the Harriman lines, in New York, without favorable results.

Mr. Kruttschnitt in his testimony stated that public opinion was the only logical way to settle industrial difficulties, and that publicity was necessary. I agree with him in that respect, providing the columns of the public press would be open to both contending parties without the purchase price.

Mr. Markham, president of the Illinois Central, frankly stated that advertising rates were paid for. The strikers were unable to do that. We were at a disadvantage, and public opinion was swayed by these purchased newspaper advertisements, and the public were not permitted to read the strikers' side of the case. While I am opposed to compulsory arbitration, I would favor a Government commission to hear industrial disputes and with power to lay before the public, through the press, without prejudice, both sides of the case. When I speak of Government power, I have in mind the subsidized press, and it will take some authority to compel the public press to give the working man a square deal.

STATEMENT OF MR. N. H. LOOMIS.

UNION PACIFIC SYSTEM,
Omaha, Nebr., April 19, 1915.

MR. BASIL M. MANLY,
Director of Investigation, Room 643, Transportation Building, Chicago, Ill.

DEAR SIR: Just prior to the closing of the testimony given before the United States Commission on Industrial Relations April 12 in the Illinois Central and Harriman lines strike investigation, the following memoranda, passed between Mr. Walsh, chairman, and myself:

"MR. WALSH:

"Will an opportunity be given to file letters or written statements explaining or contradicting letters or statements or data put in evidence this morning by

9956 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

Mr. Comerford? If so, within what time should it be done? May not wish to do this, but would like the opportunity if, after checking the testimony over, it seems advisable.

"April 12, 1915.

N. H. LOOMIS."

Upon this note the chairman wrote the following indorsement.:

"These are invited, but to get into our record should be sent to Basil M. Manly, director of investigation, room 643, Transportation Building, Chicago, on or before May 10, 1915."

In view of the above I inclose herewith original letters (2) from Mr. W. M. Jeffers, superintendent, U. P. R. R. Co., Omaha, Nebr., for filing.

Will you kindly acknowledge receipt?

Very truly, yours,

N. H. LOOMIS.

(Copy to Mr. Walsh, chairman U. S. Commission on Industrial Relations, Chicago, Ill., with copy of inclosures.)

[PERSONAL.]

UNION PACIFIC RAILROAD CO.,
Omaha, Nebr., April 15, 1915.

Mr. N. H. LOOMIS,
General Solicitor, Omaha.

DEAR SIR: From the press dispatches I notice reference made to gunmen being employed in policing railroad property in Wyoming during the shopmen's troubles some two or three years ago.

C. B. Irwin, referred to, is stock solicitor for this company, and is a man prominent in affairs in Wyoming. He is in no sense a gunman and never has been; in fact the term "gunman" is a misnomer.

The people of Wyoming are as law-abiding, perhaps more so, than those in any other State in the Union.

With reference to statement relative to Watchman Horton at Laramie. I was not connected with that territory at the time Horton was in the employ, but am more or less familiar with his trouble at that point. This affair had no connection whatever with the shopmen—it was entirely a personal matter. He was arrested, given trial, and acquitted, it being clearly a case of self-defense.

With reference to Assistant Special Agent Lewis. Lewis was assistant special agent of the former Utah division, Rawlins to Ogden, and had been in that position for some two or three years previous to the strike, and previous to that had been warden of the State penitentiary at Rawlins. Lewis was a thoroughly competent officer, but inclined to be quick-tempered. His trouble with the brakeman at Evanston was of a personal nature, he having struck this brakeman on account of some flippant remark made by the brakeman as to Lewis's position. The matter was investigated by me personally and his resignation accepted. He then entered the service of the Illinois Central, having been offered a position with that company before having the trouble above referred to. There was no complaint made by the trainmen's organization or any other organization relative to this trouble with this brakeman, the matter being handled by me personally.

Your attention is directed to the fact that at Green River, Rawlins, and Laramie the policing of our property was under the supervision of the city authorities and there was absolutely no friction at these three terminals. What friction there was at Evanston and Cheyenne was caused by an organization of shopmen, who left our service, known as the "flying squadron." It was the business of this aggregation to slip into our works and assault workmen. Even under these provocations there was little violence, certainly none from the standpoint of the railroad company.

Yours, truly,

W. M. JEFFERS, Superintendent.

[PERSONAL.]

UNION PACIFIC RAILROAD CO.,
Omaha, Nebr., April 15, 1915.

Mr. N. H. LOOMIS,
General Solicitor, Omaha.

DEAR SIR: Following excerpt taken from testimony given before Industrial Commission at the recent Chicago hearing:

Another case of blacklisting came from the Harriman lines:

"While standing at the depot one day watching the passengers and trains, Superintendent Jeffers, of the Union Pacific, came up and asked me what I was doing. I said, 'Nothing.' He then said, 'You better take what you can get, for if you go on any other road I will get you,' and then walked off."

I might suggest that the answers disclosed the fact that this particular superintendent, Jeffers, seemed to have taken that position rather continuously, even to the extent of going to business men and suggesting that the men who withdrew their services should not be given credit, and in that way compelled them to leave town.

With reference to first paragraph, this statement is absolutely not a fact. I never at any time made the statement that men would be followed to other lines.

With reference to second paragraph, there was no attention paid to the credit of the men who had left our service, and if their credit was injured by me or subordinate officials on Wyoming division it was only through the statement, repeatedly made, that the shops were being operated successfully and fully manned. There was no friction whatever between myself and employees who left our service at Cheyenne or at any other terminal.

Yours, truly,

W. M. JEFFERS, *Superintendent*,

9956 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

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(Copy to Mr. Walsh, chairman U. S. Commission on Industrial Relations, Chicago, Ill., with copy of inclosures.)

[PERSONAL.]

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Omaha, Nebr., April 15, 1915.

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Yours, truly,

W. M. JEFFERS, Superintendent.

[PERSONAL.]

UNION PACIFIC RAILROAD CO.,
Omaha, Nebr., April 15, 1915.

Mr. N. H. LOOMIS,
General Solicitor, Omaha.

DEAR SIR: Following excerpt taken from testimony given before Industrial Commission at the recent Chicago hearing:

proximately correct. These men were in some cases carried on the superintendent's pay roll; in others on the shop pay roll; in others on the station roll—whichever might prove the most convenient way to handle. The original data, from which the rolls were made up, has been misplaced, scattered, and lost, and it would be practically impossible to locate this information. Such pay rolls as might be submitted would not show the number of men working each day. My opinion is that the exhibits which are filed will give the information desired and answer every requirement of the commission.

Sixth. I have already read into the record as a part of my oral testimony the names of all the agencies to which application was made to secure men to take the place of those who left the service of the company on strike. I take it that this information need not be duplicated.

Seventh. I herewith append, as "Exhibit D" to this communication, a statement showing the salaries of various classes of clerks, extending over a period of 20 years, as requested by the commission.

Eighth. Three thousand one hundred and ninety-six dollars and sixty-five cents.

Ninth. I am compelled to delay the furnishing of the information called for this inquiry, since it will require several weeks to compile this statement. I will answer this question as soon as it is possible to get the information.

Very truly, yours,

C. H. MARKHAM, *President.*

"EXHIBIT A."

CHICAGO, August 9, 1911.

Mr. T. J. FOLEY,

Assistant General Manager I. C. R. R., Chicago.

DEAR SIR: The grand lodge officers, representing the machinists, boilermakers and helpers, blacksmiths and helpers, carmen, painters, steamfitters, sheet-metal workers, railway clerks, and federal labor union who are employed on the Illinois Central Railway, which road you are in charge of as assistant general manager, asked you for a conference for the purpose of arranging a date for the men we represent and who are employed on the said Illinois Central Railroad, of which you are legal representative, have refused said grand lodge officers a conference by referring us to circular that you caused to be sent out to all your employees that are a part of the present controversy. The circular attached to your letter of even date in no way answers our letter.

We beg to advise that after giving this matter due consideration we have decided inasmuch as this is a matter in which all are equally interested we must insist that you meet the international officers in a body to discuss the matter of a meeting for the representatives or the federation of the railway employees with proper officials of the Illinois Central Railroad Co.

A refusal on your part to meet this committee as a whole will be considered sufficient cause for the international officers to take such action as we deem advisable.

Any reply you may desire to make to this will reach us at the new Southern Hotel until 2 o'clock p. m. Thursday, August 10.

Respectfully, yours,

J. D. BUCKALOW,
Machinists.

LOUIS WEYAND,
Boiler Makers.

WM. F. KRAMER,
Blacksmiths.

FRANK PAQUINE,
Carmen.

CLARENCE E. SWICK,
Painters.

J. D. KINSELLA,
Steam Fitters.

O. E. HAARD,
Sheet Metal Workers.

JNO. J. CARRIGAN,
Railway Clerks.

J. R. ALPINE,
Federal Labor Union.

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"EXHIBIT B."

Extra watchmen employed, including marshals and deputy sheriffs, account labor troubles.

Division.	Oct., 1911.	Nov., 1911.	Dec. 31, 1911.	Jan. 22, 1912.	Feb., 1912.	Mar. 1, 1912.
Chicago Terminal.....	71	67	40	38	22	14
Illinois.....	20	15	3	3	2	0
St. Louis.....	150	126	86	65	30	5
Springfield.....	50	43	39	24	8	0
Indiana.....	50	30	20	15	5	0
Wisconsin.....	45	40	33	19	11	0
Minnesota.....	40	28	25	25	15	0
Iowa.....	30	18	16	16	5	3
Kentucky.....	125	66	15	15	9	0
Tennessee.....	60	44	34	17	10	0
Mississippi.....	40	40	31	31	7	0
Louisiana.....	330	260	25	23	23	0
New Orleans Terminal.....	190	175	130	130	55	10
Memphis Terminal and Division.....	20	13	130	95	82	10
Vicksburg.....	30	23	19	9	4	0
New Orleans.....	30	23	19	9	6	8
Total.....	1,251	977	688	527	292	42

"EXHIBIT C."

Extra watchmen during strike.

Month.	Total number guards.	Rate.	Total.
October, 1911.....	1,251	\$3 per day.....	\$116,343
November, 1911.....	977	do.....	87,930
December, 1911.....	688	do.....	63,984
January, 1912.....	527	do.....	49,011
February, 1912.....	292	\$60 per month.....	2,520
March, 1912.....	42		
Total.....			344,226

EXHIBIT "D."

Statement showing rates paid clerical positions at points as listed below for the month of March, 1895, 1900, 1905, 1910,¹ and 1915.

CHICAGO STATION.

	1895		1900		1905		1910		1915	
	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.
Rate clerks.....	1	\$75.00	1	\$80.00	1	\$90.00	2	\$95.00	1	\$100.00
	1	68.66	1	75.00	2	80.00	2	85.00	3	90.00
	1	60.00	1	70.00	3	75.00	6	80.00	2	85.00
			1	66.66	2	70.00			1	80.00
Freight bill (not waybill) clerks.....	11	50.00	2	65.00	2	65.00			2	75.00
			1	55.00	1	55.00	12	79.70	14	79.79
			4	50.00	9	71.24				
			1	45.00	12	89.58				
Waybill clerks.....			10	40.00						
	10	60.00	11	66.00	3	60.00	1	65.00	12	115.08
			8	50.00	4	65.00	2	70.00	18	116.12
					12	96.40	1	75.00		
Yard clerks..... ¹							15	115.51		
	1	60.00	1	83.33	3	83.33	1	125.00	1	125.00
	5	55.00	1	80.00	1	80.00	1	90.00	2	112.50
	9	50.00	1	75.00	2	70.00	1	83.33	1	100.00
	2	45.00	1	65.00	1	65.00	1	80.00	1	90.00
			1	60.00	5	60.00	4	75.00	3	85.00
			2	55.00	3	55.00	8	65.00	2	82.50
			19	50.00	41	50.00	6	60.00	3	80.00
					1	45.00	1	57.50	2	77.50
					1	40.00	36	55.00	1	75.00
					1	25.00	6	50.00	4	72.50
							1	25.00	6	70.00
									4	67.50
									16	65.00
									4	82.50
									6	60.00
									7	57.50

¹ Paid on piecework basis.

HARRIMAN RAILROAD SYSTEM STRIKE.

9961

Statement showing rates paid clerical positions at points as listed below for the month of March, 1895, 1900, 1905, 1910, and 1915—Continued.

NEW ORLEANS STATION.

	1895		1900		1905		1910		1915	
	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.	Num-ber of men.	Month-ly wages per man.
Rate clerks.....	1	\$125.00	1	\$125.00	1	\$125.00	1	\$125.00	1	\$125.00
	1	95.00	1	95.00	1	95.00	1	97.50	1	97.50
Freight bill (not waybill) clerks.....			3	50.00	5	50.00	2	90.00	2	90.00
							5	55.00	1	80.32
Waybill clerks.....	3	75.00	6	75.00	8	75.00	6	85.00	1	71.87
	2	50.00	2	50.00	1	60.00	1	70.00	6	85.00
Yard clerks.....			1	30.00	6	50.00	4	62.50	5	70.00
							2	60.00	1	60.00
							4	57.50	6	57.50

TRAFFIC DEPARTMENT.

Tariff and rate clerks.....	1	\$125.00	1	\$125.00	2	\$125.00	1	\$150.00	1	\$150.00
	1	90.00	2	100.00	3	100.00	2	125.00	1	140.00
	3	75.00	1	90.00	1	85.00	2	115.00	4	121.00
	1	65.00	1	80.00	2	80.00	1	110.00	2	115.00
			2	75.00	1	75.00	6	100.00	2	110.00
			1	60.00	1	70.00	1	95.00	5	100.00
					1	60.00	1	85.00	1	95.00
							3	80.00	3	90.00
							2	65.00	1	85.00
									3	80.00
									1	65.00

ACCOUNTING DEPARTMENT.

Revising clerks.....	1	\$100.00	1	\$100.00	1	\$100.00	1	\$110.00	1	\$135.00
	1	80.00	1	80.00	6	75.00	1	90.00	1	100.00
	1	75.00	2	75.00	2	70.00	1	85.00	1	92.50
	1	70.00	2	65.00	6	65.00	6	80.00	2	85.00
	1	65.00					12	75.00	2	82.50
							3	70.00	5	80.00
							1	65.00	5	77.50
									5	75.00
									1	72.50
									1	67.50
									1	65.00
									1	125.00
Voucher clerks.....	1	80.00	1	90.00	1	85.00	1	95.00	1	100.00
	1	75.00	1	80.00	1	75.00	2	80.00	1	100.00
	1	60.00	2	55.00	1	70.00	1	75.00	1	90.00
	1	55.00			2	65.00	1	70.00	2	80.00
					1	50.00	1	55.00	3	75.00
					1	45.00	1	40.00	3	70.00
					1	40.00	1	45.00	1	65.00
	1	70.00	1	85.00	1	85.00	1	90.00	1	125.00
	1	60.00	1	70.00	1	70.00	2	75.00	1	85.00
	1	55.00	2	45.00	1	60.00	1	55.00	1	77.50
					1	45.00	1	45.00	3	75.00
									1	47.50
Bill clerks.....	1	70.00	1	80.00	1	90.00	1	100.00	1	125.00
	1	55.00	2	65.00	2	70.00	1	85.00	1	92.50
			1	50.00	1	65.00	1	75.00	1	82.50
					1	50.00	1	60.00	1	87.50
					1	45.00	1	55.00	1	65.00
							1	50.00	1	77.50
									2	80.00
									1	62.50
									1	60.00
									1	50.00

1 Paid on piecework basis.

OFFICE OF THE AUDITOR OF DISBURSEMENTS,
Chicago, April 30, 1915.

MARKHAM EXHIBIT NO. 2.

ILLINOIS CENTRAL RAILROAD COMPANY,
Law Department, April 13, 1915.

Mr. GEO. P. WEST,
*Assistant to Director of Public Hearings,
United States Commission on Industrial Relations,
Sherman House, Chicago.*

DEAR MR. WEST: In accordance with my promise made to you yesterday afternoon, I beg to hand you herewith copy of a statement signed by Mr. T. J. Foley, assistant general manager of this railroad, covering his negotiations with the detective agencies. I also hand you copy of letter addressed to Mr. Foley by the Frank E. Hannan Co., which is typical, and which led to the negotiations described by Mr. Foley in his memorandum.

This is for the information of the commission, and is in substantial compliance with their request.

Yours, very truly,

R. V. FLETCHER, *General Attorney.*

About September 28 or 29, 1911, I sent for representatives of the Frank E. Hannan Co., employment agents; the Waddell-Mahon Corporation, employment agents; and the Pinkerton National Detective Agency, seeing each of them separately, and stating to them that the employees in the mechanical department were liable to quit work on short notice, and asking each of them if they were in position to open employment offices in the principal cities to secure mechanics, and if so, on what terms.

The Hannan Co. made a written proposal that they would act as our agents to furnish competent mechanics to take the strikers' places on a commission basis of \$5 per man and cost of transportation from point where secured to destination, including subsistence. In addition, they were to be paid \$5 per day salary for the men employing and escorting such mechanics. We were also to pay the expense of rent, advertising, telephones, etc. They stated they were prepared to begin at once examining and employing such men in New York, Philadelphia, Baltimore, Bethlehem, Buffalo, and Pittsburgh.

Almost similar propositions were submitted by the Waddell-Mahon Corporation and the Pinkerton National Detective Agency.

I asked these representatives to call again on the morning of September 30, which they did, and at that time I accepted their propositions to furnish competent mechanics, and gave directions as to where they were to be sent, with the understanding that these men must undergo an examination, be thoroughly competent, and in event they sent to our property any incompetent men such men would not be accepted and no commission would be paid them.

After each man had been examined, he was to be furnished an identification card bearing his written signature, and the same signature was to appear on an application for employment form. This was done to prevent imposters.

There was a thorough understanding that all men employed at this time were to receive exactly the same rate of pay as the men who had left the service on September 30, 1911.

I also had an understanding with them that this arrangement could be terminated at any time.

In October, 1911, I arranged for our officers in the mechanical department to open employment rooms in various cities, and to send our own foremen and others there to examine them, and at the expiration of about 10 days we canceled the arrangement with Waddell-Mahon and the Hannan Co., but then we entered into an arrangement with the Pinkerton National Detective Agency to open an employment agency in Chicago and in some other cities. They were to place one or two men in each of such offices, as necessity demanded, and these men were to be paid \$6 per day, plus room rent, and at these offices our company would furnish an officer or representative to examine all men employed, and those passing the examination would be forwarded to where they were wanted. In this arrangement there was no per capita paid the Pinkerton Agency.

In all cases men employed were interviewed and advised that they were taking the place of strikers. They were required to fill out formal application blanks.

T. J. FOLEY,
General Manager I. C. R. R.

[The Frank E. Hannan Co., special agents, Powell Building, 105-109 Hudson Street.]

CHICAGO, September 28, 1911.

Mr. T. J. FOLEY,

Assistant General Manager, Illinois Central Railroad, Chicago.

DEAR SIR: We propose, as your agents, to furnish competent mechanics to take strikers' places on the open-shop basis in numbers as you desire on a commission basis of \$5 per man and the cost of procuring and delivering him, said cost to be made up of transportation from point where we secure men to destination and subsistence. Also salary of men hiring and escorting at \$5 per day transportation and subsistence; rent of premises where men apply, advertising, telephone, telegrams, car fare, etc.

We also propose to furnish any number of guards for the protection of men and property at \$5 per day and expenses.

Relative conversation of yesterday, will say we have sent two men to each of the following places to list machinists, boiler makers, and blacksmiths: New York, Philadelphia, Baltimore, Bethlehem, Buffalo, and Pittsburgh.

Their instructions are to be prepared to ship or discontinue hiring on telegraphic instructions. If we do not make shipments, our charge for this service will be \$50 per day and expenses of men hiring, examining, etc., stated in the foregoing. If we ship, we eliminate the \$50 per day.

Very truly, yours,

FRANK E. HANNAN.

ILLINOIS CENTRAL RAILROAD CO.,
LAW DEPARTMENT,
CHICAGO, April 22, 1915.

GEO. P. WEST, Esq.,

*U. S. Commission on Industrial Relations,
Transportation Building, Chicago, Ill.*

DEAR SIR: I have before me your favor of the 19th instant in regard to the testimony of Mr. Foley. I note that the commission requests that Mr. Foley shall submit all correspondence and contracts or agreements between the company and the employment agencies and detective agencies. I have taken the matter up with Mr. Foley, and he has gone through his files in the hope that something can be found along the line suggested, which will be of interest to the commission. Formerly he submitted copy of a proposition made by one detective agency, together with a memorandum showing how the matter was handled.

Mr. Foley's further search discloses a copy of a letter from the Waddell & Mahon Corporation, copy of which is handed you herewith. I also submit a memorandum made at the time, showing what was said by Mr. Foley to Mr. Hannan, of the detective agency, in regard to the movement of men. I am also handing you a circular letter, issued by Mr. Foley at the time when he was assistant general manager, to all the superintendents, showing how men furnished by these agencies should be disposed of upon their arrival at destination. This last communication is not precisely covered by your request, but we thought it might be of some interest to the commission.

I regret my inability to submit any further documentary evidence bearing on this question. You appreciate, of course, that most of these matters were handled verbally between Mr. Foley and the representatives of the labor agencies. The necessity for supplying men arose unexpectedly, and there was further need for immediate action. The agencies made proposals, two of which have now been submitted to the commission, and thereafter their representatives called on Mr. Foley, and the matter was concluded by conference. The contracts were only such as are evidenced by the proposal of the company and the verbal acquiescence therein on the part of the assistant general manager.

I trust the matter which is herewith submitted will answer all requirements.

Very truly, yours,

R. V. FLETCHER, *Attorney General.*

9964 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[Waddell & Mahon Corporation, 218 La Salle Street, Chicago, Ill.]

CHICAGO, ILL., September 29, 1911.

Mr. T. J. FOLEY,
Vice Pres. & Gen. Mgr. Illinois Central Railroad, Chicago, Ill.

DEAR SIR: We, the undersigned, Waddell & Mahon Corporation, of New York City, N. Y., beg to submit the following proposition relative to furnishing the Illinois Central Railroad with mechanics to take the "strikers" places, in the event of a strike of shopmen on the above-mentioned railroad system.

EMPLOYEES.

We propose to furnish competent machinists and helpers, handy men, boiler makers and helpers, blacksmiths and helpers, coppersmiths, tinsmiths, car repair men, car inspectors, locomotive air-brake repair men delivered on the territory to take the "strikers'" places on the open-shop basis, they to receive the same rate of wages as paid and in force at the time the strike was inaugurated. All mechanics to pass examination given them by your superintendent of motive power or whoever you elect, in numbers as you desire, for the sum of \$5 per man and the cost of procuring and delivering him, as hereafter specified; no commission to be charged for men failing to pass examination at shops at destination, each man to be furnished with duplicate numbered identification card bearing his written signature (the same appearing on form of "Application for employment"), such precautions we deem necessary to prevent emissaries securing employment cards by proxy.

FIELD MEN SECURING MECHANICS.

We propose to furnish competent mechanics of the various classes needed, as field men, the number not to exceed ———, whom we will send to cities and localities where the mechanics desired are available and where the scale of wages offered will be an inducement; field men to establish headquarters in hotels or such quarters as are obtainable, and there receive and examine as to qualifications all applicants who have been secured either by advertising or personal interview at resorts, boarding houses, or places of employment; for services of field men a charge of \$5 per man per diem and transportation, hotel expense, subsistence, advertising, and incidentals, not to exceed \$3 per diem.

GUARDS AT SHOPS AND ESCORTS.

We further propose to furnish men for guard duty who have nerve and who have had either military, naval, or police experience, in perfect physical health, who can and will protect the men and property intrusted to their care, thorough military discipline to prevail. On escort duty guards will protect men intrusted to their care, paying special attention to intimidation, interference, or missionary work of emissaries while in transit. On escort duty where journey extends over 24 hours we provide four guards to each coach load of 30 or 40 men, which number allows one man always on duty at each end of the coach and arranges a relief and protects possible loss of men en route. For guard service we charge \$5 per man per diem, transportation, and subsistence.

COMMISSARY AND SUBSISTENCE EN ROUTE.

We further propose to equip, as your agents, suitable quarters to be furnished by the Illinois Central Railroad Co. and purchase at lowest market price obtainable, for your account, all supplies for the housing and feeding of the employees at the shops of the company, with such equipment as may be deemed necessary for the proper care of same, and to employ skilled cooks, waiters, and porters for the proper operation and serving of food and keeping such quarters in a sanitary condition. Our remuneration for the management of this department to be at the rate of 10 per centum of all disbursements made in this department, and a chief steward at \$10 per diem, transportation, and subsistence. Meals for men en route. We arrange with the dining-car department of the company whose lines we travel over to furnish meals after regular service at the rate of 50 cents per meal, and if party is of sufficient number, we stock a baggage car with sandwiches, fruit, and pie, procuring coffee at meal stations along the route or from dining car, the cost of same being included in bill for transportation and seldom exceeds 25 cents per meal. If number of men is sufficient to warrant it, we furnish one commissary man

per car to take charge of and dispense the food and coffee at regular hours. For services of commissary men en route we charge the sum of \$5 per man per diem, transportation, and subsistence.

This agreement can be terminated four days after notice has been served upon us by anyone having the authority to act for the Illinois Central Railroad Co.

Yours, very truly,

WADDELL & MAHON CORPORATION.

(Copy.)

SEPTEMBER 30, 1911.

Said to Mr. Hannan at 1.50 p. m., September 30, ship up to 500 men to New Orleans, this to include 50 escorts. His agency to furnish tickets on advice of Illinois Central ticket office of routing. Rigid examination must be made of all men before being shipped, as we will not pay for men rejected at New Orleans, and also in order to avoid paying transportation.

(Copy.)

ILLINOIS CENTRAL RAILROAD COMPANY,
Chicago, October 3, 1911.

Mr. A. E. Clift, general superintendent; Mr. R. W. Baxter, general superintendent; Mr. S. S. Morris, general superintendent; Mr. H. Battisfore, superintendent; Mr. G. W. Berry, superintendent; Mr. J. F. Portersfield, superintendent; Mr. W. S. Williams, superintendent; Mr. L. E. McCabe, superintendent; Mr. J. F. Dignan, superintendent; Mr. T. H. Sullivan, superintendent; Mr. L. A. Downs, superintendent; Mr. A. H. Egan, superintendent; Mr. J. J. Gaven, superintendent; Mr. J. M. Egan, superintendent; Mr. T. E. Hill, superintendent; Mr. T. L. Dubbs, superintendent; Mr. J. W. Meelhan, superintendent; Mr. J. W. Dodge, superintendent.

GENTLEMEN: Please refer to my message of the 1st inst., concerning the keeping of complete records of all men received from the several agencies and accepted for service.

We are securing men from three different agencies, viz., Frank E. Hannan & Co., Waddell & Mahon, Pinkerton Detective Agency, and have agreed to pay a certain sum for each man delivered and accepted; therefore it is very important that proper records be kept of all men furnished so as to avoid duplication in payment, and so forth.

Each shipment of men is accompanied by one or more guards sent by the agency. When the men are delivered the superintendent or master mechanic should give the guard a receipt for the men, keeping a copy of same for his record.

Superintendents will please send me a statement each night, made up from their records, showing the number of men received and accepted during past twenty-four hours and from what agency.

Please see that this matter is given very careful attention.

Yours, truly,

Assistant General Manager.

MARKHAM EXHIBIT NO. 3.

R. R. APPLICATION BLANK.

R. R.

Position applied for-----
Name-----
Address-----
Last employed-----
How long-----
Cause for leaving-----
When did you leave-----
What roads engaged on-----
Cause for leaving-----

9966 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

I hereby make application for employment as a freight clerk with the Illinois Central Railroad, and agree that if given such employment I will accept the same upon the following terms:

I am to go to any point designated by the company.

I am to take the place of any former employee of the company who is on strike or has ceased to work for any reason.

I am to be governed in all respects by the company's rules.

I am to receive the same rate of pay as now paid for the position to which I may be assigned.

As a condition to receiving any wages I agree to continue at least 30 days in such employment unless sooner discharged by the company, and no wages are to be payable to me if I voluntarily leave my employment within that period. The company shall have the right at any time that it may so desire to end my employment by giving me notice to that effect. So soon as such notice is given, my employment any pay shall immediately cease. If my employment shall be ended by the company for any reason other than my failure to perform my work to its satisfaction, I shall be entitled to receive pay up to the time of my discharge.

(Applicant's signature.) _____

Applicant employed upon terms above set forth.

Employment Agent.

Witness.

Date _____, 1911.

WHARTON EXHIBIT.

RAILWAY EMPLOYEES DEPARTMENT,
St. Louis, Mo., April 15, 1915.

Mr. LEWIS K. BROWN,
*Secretary Commission of Industrial Relations,
Transportation Building, Chicago, Ill.*

DEAR SIR: Inclosed you will find statement containing information requested by the commission. When asked, I was of the opinion that a fair estimate of the number of men in each craft on each road could be given, but I find this can not be done with sufficient accuracy to warrant even the term "approximate." The railroads can furnish the correct average number of men employed, under normal conditions, in each craft on their respective roads. This information is a matter of record, by pay-roll periods, and as easily obtainable.

Mileage, density of population, and business handled very greatly determines the number of locomotives and cars required. This, in turn, largely controls the number of men employed, and, without going into the matter very thoroughly, I could not make even a fair estimate of the number of men employed. Information of this character can be obtained from the employer, who has a clerical force in charge of the pay rolls, which, in turn, shows the rates of pay, hourly, monthly, or by the piece or bonus, as well as the occupation of every employee.

Very truly, yours,

A. O. WHARTON,
President Railway Employees Dept., A. F. of L.

EXPLANATORY.

St. Louis, Mo., April 15, 1915.

Machinists, indicates International Association of Machinists.

Boiler makers, indicates International Brotherhood of Boiler Makers, Iron Ship Builders and Helpers of America.

Blacksmiths, indicates International Brotherhood of Blacksmiths and Helpers.

Carmen, indicates Brotherhood of Railway Carmen of America, and, unless otherwise specified, includes carpenters, pattern makers, painters, upholsterers, and other car-department employees.

Sheet-metal workers, indicates Amalgamated Sheet Metal Workers' International Alliance, and, unless otherwise specified, includes tanners, coppersmiths, and steam fitters.

All of these organizations include their respective apprentices and helpers and constitute what is known as the mechanical section of the department.

We have since reorganized this system, and the only members belonging to the six organizations affiliated to the department are recognized by this System Federation.

When new agreements are negotiated, it will be our policy to ask for the recognition of only those organizations affiliated to the department.

We have been directing our efforts toward standardizing the System Federations, as a result of this, we have the six recognized organizations in some of the System Federations that show but four organizations in their present agreements; such as the Wubash and Chicago & Eastern Illinois and others, such as the New Haven and Chicago & Alton, have eliminated organizations not recognized by the department.

Mileage.

¹ Pamphlet entitled "Official Proceedings of Conference Held Between the Federated Shopmen and General Managers of the Southeastern Railroads," submitted in printed form.

9968 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

	Mileage.
14. Canadian Pacific Railway Co. (lines west of Fort Williams)-----	¹ 11, 641
Machinists.	Electricians.
Boilers Makers.	Steam Fitters.
Blacksmiths.	Molders.
Carmen.	Pattern Makers.
15. Canadian Pacific Railway Co. (lines east of Fort Williams). ¹	
Machinists.	Carmen.
Boiler Makers.	Steam Fitters.
Blacksmiths.	Sheet Metal Workers.
Molders.	
16. Minneapolis & St. Louis, including Iowa Central-----	1, 646
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
Carmen.	
17. Missouri Pacific—St. Louis, Iron Mountain & Southern Railway system-----	7, 285
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	Painters.
18. Richmond, Fredericksburg & Potomac-----	89
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
19. Fort Smith & Western Railway-----	217
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	Painters.
20. Chesapeake & Ohio Railroad-----	2, 367
Machinists.	Carmen.
Blacksmiths.	Steam Fitters.
Boiler Makers.	
21. Atlantic Coast Line-----	4, 499
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	Painters.
Molders.	"
22. Wheeling & Lake Erie Railway-----	459
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
23. Virginian Railway Co.-----	503
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	Painters.
24. New Orleans, Mobile & Chicago Railroad-----	403
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
25. Chicago & Alton Railroad-----	1, 032
Machinists.	Sheet Metal Workers.
Boiler Makers.	Steam Fitters.
Blacksmiths.	Molders.
26. Canadian Northern-----	6, 772
Machinists.	Sheet Metal Workers.
Boiler Makers.	Steam Fitters.
Blacksmiths.	
27. Quebec Central Railway-----	253
Machinists.	Blacksmiths.
Boiler Makers.	Carmen.
28. Norfolk & Western-----	2, 043
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	Steam Fitters.

¹ Combined mileage of Canadian Pacific Railway Co., lines east and west of Fort Williams.

	Mileage.
29. C., R. I. & P. and C., R. I. & G. (Rock Island)-----	11,105
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
30. St. Louis & San Francisco Railroad-----	4,989
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
31. Trinity & Brazos Valley-----	303
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
32. Kansas City, Mexico & Orient-----	959
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
33. Norfolk & Southern-----	907
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
34. Atlanta, Birmingham & Atlantic-----	645
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
35. Intercolonial & Prince Edward Island Railway of Canada-----	1,408
Machinists.	Carmen.
Boiler Makers.	Steam Fitters.
Blacksmiths.	
36. Chicago & Eastern Illinois Railroad-----	1,282
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
37. Georgia & Florida Railroad-----	350
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
38. M. K. & T. R. R.-----	3,090
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
39. Raleigh, Charlotte & Southern Railroad-----	223
Machinists.	Boiler Makers.
Blacksmiths.	
40. Wabash Pittsburgh Terminal-----	63
Machinists.	Sheet Metal Workers.
Boiler Makers.	Steam Fitters.
Blacksmiths.	
41. Midland Valley Railroad-----	365
Machinists.	Blacksmiths.
Boiler Makers.	Carmen.
42. The Terminal Railroad Association of St. Louis-----	67
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
43. Colorado & Southern Railroad-----	1,131
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
44. New Orleans Terminal Co-----	66
Machinists.	Carmen.
Boiler Makers.	Sheet Metal Workers.
Blacksmiths.	
45. Texas Pacific Railroad-----	1,995
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.
46. International & Great Northern Railroad-----	1,106
Machinists.	Blacksmiths.
Boiler Makers.	Sheet Metal Workers.

9970 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

	Mileage.
47. Kansas City Southern Railroad-----	826
Machinists. Carmen.	
Boiler Makers. Electricians.	
Blacksmiths. Painters.	
Sheet Metal Workers.	
48. Denver & Salt Lake Railroad-----	255
Machinists. Carmen.	
Boiler Makers. Sheet Metal Workers.	
Blacksmiths.	
49. Delaware & Hudson Railroad-----	862
Machinists. Sheet Metal Workers.	
Boiler Makers. Electricians.	
Blacksmiths.	
50. Missouri & North Arkansas Railroad-----	365
Machinists. Carmen.	
Boiler Makers. Sheet Metal Workers.	
Blacksmiths.	
51. Boston & Maine-----	2,302
Machinists. Carmen.	
Boiler Makers. Sheet Metal Workers.	
Blacksmiths.	
52. Coal & Coke, Gassaway, W. Va.-----	197
Machinists. Blacksmiths.	
Boiler Makers. Carmen.	
Total mileage-----	93,345

When asked I was under the impression that I could furnish the approximate number of men in each craft on each road, but I find that density of population in a very great measure determines the number of engines and cars used by the various roads; some of the roads in the sparsely populated sections of the country average about one locomotive to every 6 miles of line operated, and in the more densely populated sections of the country the number of locomotives in some cases exceed the number of miles of road under operation.

It was my intention to approximate the number of men, based on miles, engines, and cars of a standard system, but looking into the matter I find that figures of this kind would not be a fair estimate.

In round figures, I believe, that the roads now working under federated agreements would employ approximately 125,000 men eligible to the organization affiliated to the railway employees department.

Below I am also giving the mileage of the roads which have been organized into System Federations, but have not yet negotiated federated agreements. I should judge that there are approximately 30,000 men employed on these roads eligible to membership in the organizations affiliated to the railway employees department.

In each of these federations, five organizations—Machinists, Boiler Makers, Blacksmiths, Carmen, and Sheet Metal Workers—are affiliated:

	Mileage.
1. Chicago & North Western Railway-----	8,000
2. Chicago, Milwaukee & Puget Sound-----	2,080
3. Central of Georgia Railway-----	1,924
4. Northern Pacific Railway-----	6,313
5. Cincinnati, Hamilton & Dayton-----	1,015
6. Western Maryland-----	946
7. Chicago, Indianapolis & Louisville-----	578
8. Fort Worth & Denver City-----	454
Total mileage-----	21,400

The usual manner of procedure in changing from the craft agreement to the federated agreement was as follows:

First. By calling a meeting of delegates from each craft representing the entire system of railroad and organize a System Federation; the number of delegates would vary in proportion to the mileage and method of representation. A terminal railroad company, where all shops were within a radius of 50 miles, would have about 5 men for each craft; a system like the Missouri Pacific-St. Louis, Iron Mountain & Southern, with over 7,000 miles of road would have,

from the Sheet Metal Workers, about 12 delegates; Blacksmiths, 16; Boiler Makers, Carmen, and Machinists, from 25 to 35 each.

Second. Each craft would select not less than three nor more than five delegates to be known as advisory board members. The inclosed by-laws fully explain manner of procedure.¹

Third. A proposed federated agreement will be drafted, and such agreements are always considered as the basis from which negotiations will be conducted, and do not in themselves represent a demand or ultimatum. We know by experience that a failure to embody in the proposed agreement any question relating to hours of services, wages, and conditions of employment precludes such matters from being introduced after the conferences start.

The railroad managers have also taught us the necessity of drafting our proposed agreements so that they would have what is commonly called "trading rules"; this places both sides in a position to justify concessions granted.

Fourth. The proposed agreement is then sent to the officials, together with the usual 30-day advance notice (as provided for in practically all craft and federated agreements entered into during the past six years), requesting a conference on or about the date the notice expires. All crafts or federated agreements last signed up continue in full force and effect until the negotiations for a new agreement have terminated.

There are two or three methods of signing a notice to open an agreement. For a craft agreement, it can be signed by the general chairman, the secretary-treasurer, or both, or by all the delegates, including the two officers mentioned. For a federated agreement, by the president and secretary of the System Federation, or by the general chairman of each craft (sometimes designated as the executive board), or by the entire advisory board, representing from three to five from each craft.

Neither prior to or since the Illinois Central and Harriman lines strike have I any knowledge that objection has been made to the manner in which notice of desire to open agreements had been served on the officials, and there have been several hundred agreements negotiated and renewed during the past few years.

Beginning with the reorganization of the department January 1, 1913, it has been our policy where craft agreements were in effect and the railroad officials objected to making a federated agreement (the Illinois Central and Harriman lines officials being the only ones who declined to meet such a committee) to advise the men to pursue the following course:

Withdraw the federated agreement, if necessary, then submit a separate agreement for each craft containing exactly the same general rules and their respective special rules, as originally presented in the federated agreement; then the federation would select and notify the company, which craft would go into conference, the craft selected would then negotiate an agreement subject to the approval of the federated committee, the company being notified that none of the committees would sign up their agreement until all were agreeable.

This manner of procedure was adopted on the Missouri, Kansas & Texas Railway, and resulted in the signing up of agreements having identically the same general rules for the four crafts participating, and all were effective the same date. The M., K. & T. may take the position that they have not recognized the federation. However, the desired results were obtained, and we list the M., K. & T. as having recognized the federation.

The railroad officials always know just what action is being contemplated by the employees, first, because the delegates ask for transportation to point where meetings are to be held, and, second, because these matters are of common knowledge in all shops and are freely spoken of. Our meetings are practically open to anyone, excepting known spotters, or men suspected as such. The only time we attempt to keep our business from the company is after the negotiations for conference have ceased, and the conferences are being held, the results of which are withheld from the men on the system, who understand the necessity of this policy. The inside men, or spotters, etc., are thus prevented from causing any serious division of opinion among the men while the committees are negotiating an agreement, the men being generally instructed to inform anyone who seeks information that the matter is in the hands of the committee, who has been given full power to act.

¹ Pamphlet entitled "By-Laws of the Federation of Railroad Employees, Missouri Pacific System. Affiliated with the Railroad Department of the American Federation of Labor," submitted in printed form.

This method of conducting business was born of necessity and to overcome conditions and methods of procedure instituted quite generally by the employers.

Yours, truly,

A. O. WHARTON,
President Railway Employees Department, A. F. of L.

RAILWAY EMPLOYEES' DEPARTMENT,
St. Louis, Mo., April 23, 1915.

MR. LEWIS K. BROWN,

Secretary United States Commission on Industrial Relations,
Transportation Building, Chicago, Ill.

DEAR SIR: In connection with the testimony given by Mr. Frank Comerford before the United States Commission on Industrial Relations Monday, April 12, a letter bearing my signature was read referring to certain statements made by Mr. C. E. Fuller, superintendent of motive power, Union Pacific Railroad, with respect to railroads not having recognized the System Federation. Mr. Fuller said that the following railroads had, in answer to a telegram, denied having an agreement with the System Federation; Wheeling & Lake Erie; Atlanta, Birmingham & Atlantic; Wabash Pittsburgh Terminal Railway Co.; Atlantic Coast Line; "Frisco System"; Trinity & Brazos Valley; Richmond, Fredericksburg & Potomac; Missouri, Kansas & Texas; and the Canadian Northern.

Mr. Comerford, after reading this letter referred to, submitted a copy of the "Frisco" federated agreement, and we now desire to submit a copy of the federated agreements in effect on the Wheeling & Lake Erie;¹ Wabash Pittsburgh Terminal Railway Co.

A letter from R. C. Taylor, secretary-treasurer of the Atlantic Coast Line Federation, states first federated agreement was signed up in March, 1911, and that he would try and send a copy of the last agreement, which he did not at present have in his possession.

The Trinity & Brazos Valley, agreement entered into September 1, 1911,² and renewed with a number of changes in 1913.

The Richmond, Fredericksburg & Potomac federated shop rules, effective July 1, 1912.

This information is submitted as per our letter of April 12 in refutation of statements made, and we believe is sufficient to establish our claim as to the incorrectness of Mr. Fuller's testimony in this respect.

Yours, very truly,

A. O. WHARTON,
President Railway Employees' Department, A. F. of L.

P. S.—If consistent, we would like to have these agreements returned after they have served your purposes.

A. O. W.

AGREEMENT BETWEEN WABASH PITTSBURGH TERMINAL RAILWAY CO. AND MACHINISTS, BOILER MAKERS, BLACKSMITHS, PIPEMEN, AND HELPERS, TO TAKE EFFECT OCTOBER 1, 1913.

RULE NO. 1.

All the above-mentioned employees, excepting apprentices, shall receive an increase in the rate of pay of one (1) cent per hour.

RULE NO. 2.

One apprentice shall be allowed to each shop and engine house, regardless of number of journeymen employed, and one additional apprentice for each

¹ Pamphlet entitled "Agreement and General Shop Rules of the W. & L. E. System, Federation No. 22, of the Machinists, Boiler Makers, Blacksmiths, Pipe Fitters, Sheet Metal Workers, and Helpers and Apprentices, and the W. & L. E. R. E. Co. In effect Oct. 1, 1913," submitted in printed form.

² Printed pamphlet submitted. It is entitled "Joint Agreement between the Boiler Makers, Helpers, and Apprentices; Machinists and Apprentices; Coppersmiths and Apprentices; Blacksmiths and Helpers; and Carmen and the Trinity & Brazos Valley Railway Co. Effective Sept. 1, 1911."

five (5) journeymen in any shop of the company. Where the ratio is more than one apprentice to every five journeymen at the time these rules take effect there shall be no dismissal on account of this agreement, but no additions made until those now employed shall have passed out of their apprenticeship.

Four years shall constitute the term of apprenticeship.

Beginning with the first year, the rate of pay will be 10 cents per hour, with an increase of $2\frac{1}{2}$ cents per hour for each individual year until the four years of apprenticeship have been served. If retained in the service after the time, he shall receive the standard rate of pay.

RULE NO. 3.

Nine hours shall constitute a day's work for machinists, boiler makers, blacksmiths, pipemen, helpers, and apprentices.

Overtime shall be paid for Sunday work and for all national or legal holidays mentioned below. No blacksmith, machinist, boiler maker, pipeman, helper, or apprentice shall be required to lose any time from his regular working hours to equalize any overtime worked by him. Day men called to work after regular working hours shall receive not less than three hours' pay. This does not apply to men who are notified to work after regular working hours before going home.

Holidays shall be as follows: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any of the above-mentioned holidays should occur on Sunday, the day observed by the State or Nation shall be considered a holiday, and any time worked on those days shall be paid for in accordance with the above schedule.

RULE NO. 4.

When employees above mentioned are sent from their respective regular place of employment to perform temporary service at some outside shop or roundhouse they will be allowed straight time for traveling to or from home point and will work under regular shop rules when employed at such outside points. Their expenses while away, including meals and lodging only, will be paid, this expense, however, not to exceed \$1.25 per day.

RULE NO. 5.

Any machinist, boiler maker, blacksmith, pipeman, helper, or apprentice who is discharged or suspended without just cause shall have the right to make a written appeal within five days to the master mechanic. All appeals must be made in writing and state each item of complaint. At the investigation the employee may be represented by another employee engaged in the same class of service, whom he may select. It is the intention that any employee dismissed or suspended shall have a fair and impartial hearing. The company will in no way discriminate against any member of the committee representing the above-named crafts. It must be understood that energetic, competent, and faithful employees shall be given preference of promotion.

RULE NO. 6.

Helpers and handy men shall not be advanced to the detriment of the machinists, boiler makers, blacksmiths, pipemen, helpers, and apprentices, providing a sufficient number of skilled mechanics can be procured to maintain the necessary repairs of equipment. In case of a shortage the chairman of the shop committee will be requested to furnish the number additional satisfactory skilled men that are required. A reasonable length of time (not to exceed one week) shall be given the committee to furnish the men required.

RULE NO. 7.

Employees who at times, for good and sufficient reasons, are unable to report for work at the specified time, will be allowed to go to work an hour later.

RULE NO. 8.

These rules and regulations shall become effective and be in force from and after October 1, 1913, and remain in force one year and thereafter until such

9974 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

time as either party to this agreement shall give to the other party 30 days' notice, in writing, of the desired change.

For the general manager:

H. F. GREWE.

For the employees:

S. G. BRIDGES, *Chairman.*
J. F. MCCARTHY, *Machinists.*
SIMON GILL, *Machinists.*
JOS. O'NEILL, *Boiler Makers.*
ALEXANDER WATSON, *Boiler Makers.*
ALOIS SKALA, *Blacksmiths.*

FEDERATION OF RAILWAY EMPLOYEES,
ATLANTIC COAST LINE RAILWAY SYSTEM,
Montgomery, Ala., April 19, 1915.

MR. JOHN SCOTT,
Secretary-Treasurer R. E. Department, St. Louis, Mo.

DEAR SIR AND BROTHER: I am in receipt of your letter forwarded to me by Brother Dowdy of S. E. Federation, in which you are asking for information concerning federation of the A. C. L., and in reply to your letter wish to say that we have had a federation of employees on this road since 1911. It was organized in March, 1911, and we have had an agreement signed up by the company since that time. Now, Brother Scott, I am sorry that I haven't got a copy of our agreement to send you at present, but will try and get you one at an early date. If you will remember last year was a bad year with all roads, and we did not go up before the management to renew our agreement, but there is a clause in our agreement which states that this agreement shall remain in force until superseded by another, and as there hasn't been another, it still holds good.

Hoping this will be satisfactory to you, with best wishes to you and Brother Wharton, I am,

Yours, fraternally,

R. C. TAYLOR,
Sec.-Treas. A. C. L. Federation.

50 MORGAN AVENUE.

RULES GOVERNING THE HOURS AND WORKING CONDITIONS OF ALL SHOP EMPLOYEES OF THE RICHMOND, FREDERICKSBURG & POTOMAC RAILROAD CO. AND WASHINGTON SOUTHERN RAILWAY CO. AT BOULTON, POTOMAC YARD (AND OUTLYING POINTS).

RULE NO. 1.

Regular working hours of shop employees (including inspectors and other men at outlying points) are nine (9) hours per day, except those joint inspectors and shopmen whose regular working hours are twelve (12) hours per day.

RULE NO. 2.

Shop employees and inspectors at outlying points (except those employees mentioned in rule No. 1, whose regular working hours are twelve (12) hours per day and laboring help) will be paid time and one-half time for all overtime, legal holidays (New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Washington's Birthday), and Sunday work.

Where these holidays fall on Sunday, the following day will be observed, unless there is a notice issued by the State or National Government appointing some other day.

RULE NO. 3.

Men working regularly at night, or such men as shall fill their places temporarily, will work under the same rules as those working in daylight.

RULE NO. 4.

Shop employees will be allowed time and one-half time for road work computing from the time of leaving shops until return, and will bear their own expenses.

HARRIMAN RAILROAD SYSTEM STRIKE.

9975

RULE NO. 5.

All employees, except laboring help, called to do work after regular hours, or on holidays and Sundays, will be paid time and one-half time, the same as in rule No. 2, but should in no case be paid less than five (5) hours for such work, or, in other words, the length of time computed at time and one-half time shall equal five (5) hours' straight time.

RULE NO. 6.

At roundhouses, on account of working nine (9) hours, it may be found necessary, on account of emergency work, to overlap the time of one (1) or two (2) men of each class by starting them to work at 8 a. m. and work nine (9) hours from that time.

RULE NO. 7.

Any employee who thinks that he has been unjustly disciplined has the right of appeal through the regular channels, and if it is decided that he has been unjustly disciplined and is put back to work, he shall be paid for time lost.

RULE NO. 8.

If at any time it becomes necessary to reduce shop expenses, the hours will be first reduced to eight (8) hours, and if further reduction is necessary, the force will be reduced; ability, merit, and length of service to govern.

RULE NO. 9.

Apprentices in all departments will be required to serve four (4) years, consisting of 2,700 hours actually worked, and will be paid time and one-half time for all overtime the same as other shop employees, but will only be allowed straight time to count for their apprenticeship. Apprentices will be given every opportunity to learn their respective trades thoroughly.

RULE NO. 10.

The company will not in any way discriminate against any employee who shall serve on committees, or represents his organization in convention, provided he has proper leave.

W. T. KOPP,
Superintendent Motive Power.

JULY 1, 1912.

APRIL 28, 1915.

Mr. A. O. WHARTON,
*President Railway Employees' Department,
5 and 6 Ohio Building, St. Louis, Mo.*

MY DEAR SIR: I have yours of the 23d instant, with inclosures as stated. I note your request that the agreements be returned to you. Unless there is some compelling reason for their return, I greatly prefer to retain these exhibits in order that the commission shall have a complete file on the matter. Realizing the importance of these exhibits, I trust that you will see fit to advise that we may retain them.

Very truly, yours,

LEWIS K. BROWN, *Secretary.*

RAILWAY EMPLOYEES' DEPARTMENT,
St. Louis, Mo., April 30, 1915.

Mr. LEWIS K. BROWN,
*Secretary U. S. Commission on Industrial Relations,
Transportation Building, Chicago, Ill.*

DEAR SIR: Replying to yours of the 28th instant, with reference to my request for return of agreements sent you the 23d instant, permit me to say that I want the commission to retain those agreements, my request for return being made with the thought in mind that the commission would have no further use for them after they had been verified.

9976 REPORT OF 'COMMISSION ON INDUSTRIAL RELATIONS.

I am herewith inclosing a letter just received from Mr. Frank Munier, chairman board of adjustment, Missouri, Kansas & Texas System Federation. This is another one of the systems Mr. Fuller, superintendent of motive power, Union Pacific Railroad, stated had not recognized the system-federation plan of organization.

Kindly attach the inclosed letter to the agreements sent you under date of April 23.

Very truly, yours

A. O. WHARTON,
President Ry. E. Department, A. F. of L.

INTERNATIONAL ASSOCIATION OF MACHINISTS,
Denison, Tex., April 26, 1915.

Mr. JOHN SCOTT,
Secretary-Treasurer Railway Department.

DEAR SIR AND BROTHER: Answering your letter in which you inquire as to recognition of the system federation by the M. K. & T. Ry., wish to advise that the company agreed to meet the committee of any shop craft we selected and to grant exactly the same agreement to all the shop trades that was given to the craft selected to meet the officials first.

The machinists' committee was selected by the federation to meet the company officials first. The federated committee was in session in Parsons while the conference was being held, and no part of the schedule which all the shop trades are now working under was accepted until ratified by the federated agreement committee.

Thus the difference between our agreement and a federated agreement is in name only. Our schedule provides for an eight-hour day in shops and roundhouses, and this feature has proven beneficial to both the company and the employees.

A federation of the shop crafts on this system has strengthened our position and has been productive of much good in a number of ways.

Trusting this is the information you desire, I remain,

Yours, fraternally,

FRANK MUNIER,
*Chairman Board of Adjustment,
M. K. & T. System Federation.*

KRUTTSCHNITT EXHIBIT.

STATEMENT MADE BY MR. KRUTTSCHNITT IN REGARD TO COMPANY'S ATTITUDE AS TO STRIKE OF FEDERATED SHOPMEN, PUBLISHED IN CALIFORNIA NEWSPAPERS OF AUGUST 29, 1911.

On my trip to San Francisco I read an admirable editorial in one of our San Francisco dailies, in which was said:

"It is not very clear what grievances exist which the shopmen of the Union and Southern Pacific desire to have remedied."

I fully appreciate that the public is entitled to full information on a question which involves the surrender to a committee of employees of the right to say when the corporation shall or shall not perform its services to the public.

The policy of the Union Pacific and Southern Pacific has always been one of justice, liberality, and even generosity toward their employees.

This policy, prescribed by both Mr. Huntington and Mr. Harriman, and thoroughly indorsed by Mr. Lovett, the present executive head of both systems, has never been violated, as far as I know, and has in numberless conferences been gratefully recognized by employees.

PRAISE FROM UNION LEADER.

Indeed, on August 26 there appeared in one of the San Francisco afternoon papers the following statement, credited to the president of the federation, the spokesman for the employees:

"In the past we have had nothing but the most friendly relations with the Southern Pacific, having always been treated with the utmost consideration."

The superintendent of motive power of the Southern Pacific Co., in a circular to employees, issued on August 3, that has been freely quoted in the press, said that, coupled with considerate treatment, he was paying the highest wages of any railroad in the United States, and, in addition, was paying, within equitable limitations, a liberal scale of pensions, from which, through contributing nothing, the employee receives material assistance in his declining years.

Nearly 700 men are now carried on the pension rolls of the Harriman lines.

FREQUENTLY MEET MEN.

For many years our officers have freely met organized and unorganized employees in conferences. Conceding considerate treatment and a willingness on the part of the officers to discuss conditions at all times, the public is naturally mystified as to the issue, which, briefly, may be outlined as follows:

At a meeting in Salt Lake held last summer employees from all crafts on the Harriman lines determined to present to each line demands identical with those sent the Southern Pacific, which are substantially as follows:

First. Recognition of the shop employees' federation, representing all five crafts, viz, machinists, boiler makers, carmen, blacksmiths, and sheet metal workers.

Second. All present or future employees not members shall join the federated association within 30 days, which means, of course, the discharge of all employees who will not or can not join; that is, an absolutely closed shop.

FEARS UNREASONABLE DEMANDS.

Third. The company to agree that the control and final settlement of differences with their employees shall rest with a federated committee made up of representatives of all five crafts, instead of committees of the individual crafts, as heretofore. The effect of these demands, if conceded, would be to place the whole body of workers in all these crafts behind a demand made by any one of them, no matter how unreasonable, an arrangement which would certainly encourage the making of unreasonable demands, which are not likely to be made by individual crafts operating alone.

Fourth. To restrict the number of apprentices, denying to American boys the opportunity to fit themselves for the duties of life by learning trades.

Fifth. A flat increase of 7 cents an hour for all mechanics, apprentices, and helpers, which would mean increases of from 15 to 28 per cent, averaging for the entire shop forces 23 per cent; a reduction of hours without decrease of pay, and other demands, averaging 13 per cent additional, or an average total increase from both sources of 36 per cent. This in addition to an average increase of pay granted to all shop crafts of 12½ per cent in the last five years, and in the face of the fact that the Southern Pacific is now paying higher wages than any other railroad in the United States.

\$7,000,000 INCREASE YEARLY.

The effect of all these demands would increase the shop pay rolls of the Harriman lines about \$7,000,000 annually.

Sixth. No employee shall work by piece, premium, or bonus system. Where anything of this sort is in existence, it shall be discontinued. Shop foremanships shall be filled by promotion from the ranks of federation employees. All this is in direct conflict with the public will, recently emphatically expressed, that increased expenses of the carriers were to be met by increasing the efficiency of their operations and not by increasing freight rates.

Seventh. No form of physical examination or personal record shall be required; that is, the company is denied the right exercised by every citizen to require of persons entering his service evidences of competency, good character, and health. Under this rule diseased, incompetent, inefficient, and immoral persons might be employed, and if they succeeded in escaping detection for 30 days they could not be discharged without danger of a strike.

SAYS STATUTE PROHIBITS.

The fellow-servant laws of California and of many other States make the corporation responsible for damages to its employees through negligence of a coemployee. The proposed clause would deprive the corporation of all means of protection and would promote inefficient and unsafe public service.

9976 REPORT OF 'COMMISSION ON INDUSTRIAL RELATIONS.

I am herewith inclosing a letter just received from Mr. Frank Munier, chairman board of adjustment, Missouri, Kansas & Texas System Federation. This is another one of the systems Mr. Fuller, superintendent of motive power, Union Pacific Railroad, stated had not recognized the system-federation plan of organization.

Kindly attach the inclosed letter to the agreements sent you under date of April 23.

Very truly, yours

A. O. WHARTON,
President Ry. E. Department, A. F. of L.

INTERNATIONAL ASSOCIATION OF MACHINISTS,
Denison, Tex., April 26, 1915.

Mr. JOHN SCOTT,
Secretary-Treasurer Railway Department.

DEAR SIR AND BROTHER: Answering your letter in which you inquire as to recognition of the system federation by the M. K. & T. Ry., wish to advise that the company agreed to meet the committee of any shop craft we selected and to grant exactly the same agreement to all the shop trades that was given to the craft selected to meet the officials first.

The machinists' committee was selected by the federation to meet the company officials first. The federated committee was in session in Parsons while the conference was being held, and no part of the schedule which all the shop trades are now working under was accepted until ratified by the federated agreement committee.

Thus the difference between our agreement and a federated agreement is in name only. Our schedule provides for an eight-hour day in shops and roundhouses, and this feature has proven beneficial to both the company and the employees.

A federation of the shop crafts on this system has strengthened our position and has been productive of much good in a number of ways.

Trusting this is the information you desire, I remain,

Yours, fraternally,

FRANK MUNIER,
*Chairman Board of Adjustment,
M. K. & T. System Federation.*

KRUTTSCHNITT EXHIBIT.

STATEMENT MADE BY MR. KRUTTSCHNITT IN REGARD TO COMPANY'S ATTITUDE AS TO STRIKE OF FEDERATED SHOPMEN, PUBLISHED IN CALIFORNIA NEWSPAPERS OF AUGUST 29, 1911.

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"It is not very clear what grievances exist which the shopmen of the Union and Southern Pacific desire to have remedied."

I fully appreciate that the public is entitled to full information on a question which involves the surrender to a committee of employees of the right to say when the corporation shall or shall not perform its services to the public.

The policy of the Union Pacific and Southern Pacific has always been one of justice, liberality, and even generosity toward their employees.

This policy, prescribed by both Mr. Huntington and Mr. Harriman, and thoroughly indorsed by Mr. Lovett, the present executive head of both systems, has never been violated, as far as I know, and has in numberless conferences been gratefully recognized by employees.

PRAISE FROM UNION LEADER.

Indeed, on August 26 there appeared in one of the San Francisco afternoon papers the following statement, credited to the president of the federation, the spokesman for the employees:

"In the past we have had nothing but the most friendly relations with the Southern Pacific, having always been treated with the utmost consideration."

for boiler makers; Henry Weber, for blacksmiths; William Thorogood, for carmen; and Joseph O'Dea, for sheet-metal workers, asking for a joint meeting on Tuesday, August 1, 1911, for the purpose of discussing proposed change in our respective agreements.

Please be advised that inasmuch as we do not know what your proposed changes are we are not in a position to say whether we will be ready to discuss it on the date named or not. I would suggest that you and the other members of your committee send me copy of your proposed changes for our information so we can be in position to discuss the matter intelligently.

Yours, truly,

J. F. GRAHAM.

SAN LUIS OBISPO, CAL., June 27, 1911.

Mr. J. F. GRAHAM,
Asst. General Manager, O.-W. R. R. & N.,
Wells, Fargo Bldg., Portland, Oreg.

DEAR SIR: In accordance with present shop rules and regulations I desire to give you the required 30 days' notice that a change in the same is desired.

Upon receipt of your reply we will arrange to send you a copy of the proposed new agreement at least 10 days before date of conference.

Present shop rules of the different crafts are practically the same, and we therefore request that in order to save time that you meet our committees jointly.

Waiting an early reply, I am,

Very respectfully,

JOHN SCOTT,
Secy. Shop Federation, Harriman Lines.

Address, 977 BUCHON STREET, SAN LUIS OBISPO, CAL.

JUNE 30, 1911.

Mr. JOHN SCOTT,
977 Buchon Street, San Luis Obispo, Cal.

DEAR SIR: I am in receipt of a letter from you dated June 27 calling attention to a change in present shop rules and regulations.

Please be advised that you are unknown to us, and inasmuch as we have not received a request from our employees on the O.-W. R. R. & N. and Southern Pacific lines in Oregon for a change in our existing agreement we will defer any action on this matter except on request of our own employees.

Yours, truly,

J. F. GRAHAM.

PORTLAND, OREG., June 28, 1911.

Mr. J. F. GRAHAM,
Genl. Supt. M. P. & M.,
Oregon-Washington Railroad & Navigation System.

DEAR SIR: In accordance with the present shop rules governing blacksmiths, apprentices, and helpers, 30 days' written notice is required to be given the other party when a change is desired.

I have been instructed by the members of our organization employed under your jurisdiction to notify you that a change is desired, and that later a new schedule will be submitted to you in our behalf.

As the present shop rules of all shop crafts are now practically identical we believe that a conference between yourself and representatives of the different crafts on the Oregon-Washington Railroad & Navigation system should be held jointly on August 1, 1911.

I am therefore requested to ask for a joint conference of all crafts, upon behalf of the blacksmiths, apprentices, and helpers.

Awaiting an early reply, I am,

Yours, respectfully,

GEORGE L. BAKER,
Secy. District Council No. 12,
International Brotherhood of Blacksmiths and Helpers.

3727 WEST GRIFFIN AVENUE, LOS ANGELES, CAL.

JUNE 29, 1911.

Mr. GEORGE L. BAKER,
3727 West Griffin Avenue, Los Angeles, Cal.

DEAR SIR: Referring to your letter, under date of June 28, in which you advise that in accordance with the present shop rules governing blacksmiths, apprentices, and helpers a 30-day notice is required to be given the other party when a change is desired, that you have been instructed by the members of your organization to notify us that a change is desired, and that later on a new schedule will be submitted to us on your behalf.

Please be advised that we have not had any complaint or intimation from our employees on the Oregon-Washington Railroad & Navigation nor on Southern Pacific lines in Oregon that a change is desired, and until such time as we are notified direct by employees of either of the lines mentioned under our jurisdiction no action will be taken.

Yours, truly,

J. F. GRAHAM.

OMAHA, NEBR., June 28, 1911.

Mr. J. F. GRAHAM,
Assistant General Manager O.-W. R. R. & N. Co., Portland, Oreg.

DEAR SIR: In accordance with present shop rules and regulations governing machinists and apprentices, 30 days' written notice are required to be given the other party when a change is desired.

I have been instructed by the members of our organization, working under your jurisdiction, to notify you that a change is desired and that later a new schedule will be submitted to you in our behalf.

As the present shop rules of all crafts are now nearly identical we believe that a conference between yourself and representatives of the different crafts should be held jointly.

I am therefore requested to ask for a joint conference of all crafts on behalf of the machinists, and believe that by such a conference time will be saved you as an official of the company.

Awaiting your reply, I am,

Yours, respectfully,

SAMUEL H. GRACE,
Machinists' Representative, District No. 11,
Room 403 Bee Building, Omaha, Nebr.

JULY 3, 1911.

Mr. SAMUEL H. GRACE,
403 Bee Building, Omaha, Nebr.

DEAR SIR: This to acknowledge receipt of yours of the 28th ultimo, and wish to advise you that until such time as we are presented with a copy of demands it will not be possible for us to arrange a meeting. This, inasmuch as we have had no complaint nor request from our own employees that would indicate that they are dissatisfied with the present agreement.

Yours, truly,

J. F. GRAHAM.

JULY 29, 1911.

Mr. C. R. MERRILL,
Representing O.-W. R. R. & N. Co. Machinists, Albina, Oreg.

DEAR SIR: I will be very glad to confer with you or a committee of O.-W. R. R. & N. machinists on Tuesday, August 1, at 10 o'clock a. m., if they desire a conference, relative to any matters which they may desire to take up with me. Please advise me promptly if you desire such a conference.

Yours, truly,

J. F. GRAHAM,
Assistant General Manager.

JULY 29, 1911.

Mr. CARL F. WOHLFARTH,
Representing S. P. L. in Oregon, Boiler Makers,
East Portland, Oreg.

DEAR SIR: I will be very glad to confer with you, or a committee of Southern Pacific Co. boiler makers on Thursday, August 3, at 10 o'clock a. m., if they

desire a conference, relative to any matters which they may desire to take up with me.

Please advise me promptly if you desire such a conference.

Yours, truly,

J. F. GRAHAM,
Assistant General Manager.

PORTLAND, OREG., August 3, 1911.

Mr. J. F. GRAHAM,

Assistant General Manager. O.-W. R. R. & N. Co.

DEAR SIR: As your final decision refusing to meet a joint committee has been given, it will be impossible for a committee of boiler makers to confer with you August 3 at 10 o'clock.

Yours, truly,

CARL T. WOHLFARTH,
Representing Boiler Makers.

PORTLAND, OREG., July 31, 1911.

Mr. J. F. GRAHAM,

Assistant General Manager.

DEAR SIR: Yours of the 29th received this 11 a. m.; and as I am not on that committee I handed it to the proper person.

Thanking you for your courtesy.

Yours, truly,

JOSEPH O'DEA.

JULY 29, 1911.

Mr. HENRY WEBER,

*Representing O.-W. R. R. & N. Co. Blacksmiths,
Albina, Oreg.*

DEAR SIR: I will be glad to confer with you, or a committee of O.-W. R. R. & N. blacksmiths, on Saturday, August 5, at 10 o'clock a. m., if they desire a conference, relative to any matters which they may desire to take up with me.

Please advise me promptly if you desire such a conference.

Yours, truly,

J. F. GRAHAM,
Assistant General Manager.

JULY 29, 1911.

Mr. WILLIAM THOROGOOD,

*Representing O.-W. R. R. & N. Co. Carmen,
Umatilla, Oreg.*

DEAR SIR: I will be very glad to confer with you, or a committee of O.-W. R. R. & N. carmen, on Tuesday, August 8, at 10 o'clock a. m., if they desire a conference, relative to any matters which they may desire to take up with me.

Please advise me promptly if you desire such a conference.

Yours, truly,

J. F. GRAHAM,
Assistant General Manager.

JULY 29, 1911.

Mr. JOSEPH O'DEA,

*Representing O.-W. R. R. & N. Co. Sheet-Metal Workers,
Albina, Oreg.*

DEAR SIR: I will be very glad to confer with you, or a committee on O.-W. R. R. & N. sheet-metal workers, on Thursday, August 10, at 10 o'clock a. m., if they desire a conference, relative to any matters which they may desire to take up with me.

Please advise me promptly if you desire such a conference.

Yours, truly,

J. F. GRAHAM,
Assistant General Manager.

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' GRAHAM EXHIBIT NO. 2.

VIOLENCE RECORD SUBMITTED BY OREGON-WASHINGTON R. R. & NAVIGATION CO.

October 13, 1911: S. Stoneberg, a tool dresser at the shops, was assaulted and knocked down by strikers on his way home from work. Ex-Blacksmith Davis guilty; prosecuted, but no conviction secured, account perjured testimony of strikers.

October 21, 1911: Ed. Preston, machinist, and Frank Arthur, hostler helper, were assaulted by strikers. Arthur received bad blow on head and was taken to the hospital. Preston went back to the shops. No arrest, account unable to identify.

O. H. Otis, waiter in dining room, was assaulted by strikers and knocked through barber-shop window on Russell Street, receiving a bad cut in the back. No arrests, account unable to identify.

October 25, 1911: J. J. Riley and Joe Wilson, boiler makers, were assaulted by strikers, knocked down, and kicked. Chas. Craig arrested and fined \$10.

W. A. Holt, machinist, was assaulted by strikers on Russell Street, but rescued by A. D. McMillen. No arrests, account unable to identify.

November 26, 1911: M. Vollen, roundhouse foreman, was assaulted and abused. Could not identify assailants.

November 30, 1911: J. J. James was assaulted by strikers and abused. Accused parties acquitted, court holding evidence insufficient.

December 2, 1911: Pete Miller and five or six others were assaulted by strikers, who threw rocks at them. Judge acquitted parties arrested.

December 3, 1911: Wemme, machinist, was assaulted and hit by strikers on his way home from work. Could not identify.

December 7, 1911: H. Mulholand was assaulted by strikers after leaving the shops for home. Could not identify.

December 5, 1911: George Thomas, John Govorko, and George Loco, Austrians, were assaulted by strikers, but defended themselves with revolvers; also, they were threatened and abused. Accused parties were convicted, but sentence was suspended by municipal judge.

December 9, 1911: William Perkins and Ed. Taylor, boiler makers, were assaulted and abused severely by strikers. They stated they would do them bodily injury. Parties arrested were found guilty, but judge refused to sentence without also sentencing Perkins, hence released.

January 17, 1912: Paul Raybine was arrested for trespassing on company property and sentenced to 30 days on rock pile. Judge Thzwell set aside this judgment and set the case for trial January 20, when he imposed same sentence.

January 18, 1912: Peter Blazen and Drosit were assaulted and abused by strikers; Drosit hit over left temple by stone. Blazen and Drosit arrested, tried, and acquitted.

January 26, 1912: Charles Oppel, George E. Oppel, and Maunice Oppel were attacked and stoned; also abused, in going to and from work, by strikers. Could not identify assailants.

February 2, 1912: Carl Frichef was asked to be searched by strikers for concealed weapons. Could not identify assailants.

February 11, 1912: Oliver Olsen, car inspector, assaulted severely by strikers. Guilty party released on perjured alibi.

February 13, 1912: George J. Smale abused severely by strikers numberless times. Could not identify.

February 19, 1912: Christ T. George was assaulted and abused by strikers from Albina all the way to terminal yards. Could not identify assailants.

February 21, 1912: Leir Gustafson, G. Gustafson, and John Aune were attacked by strikers, who followed them, throwing rocks. Cases not prosecuted on advice of attorneys, account of our men carrying clubs.

February 23, 1912: David Gustafson, G. Gustafson, John Aune, and Frank Bowman and J. J. James were assaulted by strikers. Cases not prosecuted on advice of attorneys, account our men carrying clubs.

GRAHAM EXHIBIT NO. 3. •

Statement of number employed and rates of pay per hour of all shopmen, O.-W. R. R. & N. system, at date periods shown.

Occupation.	Oct. 1, 1909 and 1910.		Oct. 1, 1911.		Oct. 1, 1913.		Mar. 1, 1915.	
	Number.	Rate.	Number.	Rate.	Number.	Rate.	Number.	Rate.
Machinist.....	138	\$0.39 $\frac{1}{2}$	148	\$0.42	210	\$0.42	130	\$0.44
Do.....	138	.42						
Do.....	1	.32 $\frac{1}{2}$						
Do.....	2	1.00						
Machinist helper, special.....	1	.26	1	.26	3	.26	1	.26
Do.....					1	.26	1	.26
Do.....					4	.24	4	.24
Do.....	70	.23	81	.23	107	.23	56	.23
Do.....							2	.20
Machinist apprentice.....	2	.25	3	.25			1	.25
Do.....	4	.22 $\frac{1}{2}$	5	.22 $\frac{1}{2}$			6	.22 $\frac{1}{2}$
Do.....	8	.20	4	.20	1	.20	5	.20
Do.....	1	.17 $\frac{1}{2}$	9	.17 $\frac{1}{2}$			9	.17 $\frac{1}{2}$
Do.....	8	.15	3	.15	8	.15	13	.15
Do.....	4	.12 $\frac{1}{2}$	1	.12 $\frac{1}{2}$	8	.12 $\frac{1}{2}$	7	.12 $\frac{1}{2}$
Do.....	19	.10	6	.10	32	.10	10	.10
Blacksmith.....							1	.46
Do.....			2	.44			12	.44
Do.....			16	.42	13	.42		
Do.....					1	.40	2	.40
Do.....	1	.39 $\frac{1}{2}$						
Do.....	12	.38 $\frac{1}{2}$					6	.39
Do.....			2	.37 $\frac{1}{2}$	9	.37 $\frac{1}{2}$		
Do.....			2	.35 $\frac{1}{2}$			3	.36
Do.....	2	.35			8	.35		
Do.....	1	.31 $\frac{1}{2}$					1	.34
Do.....			3	.33	3	.33		
Do.....	2	.32 $\frac{1}{2}$					3	.32 $\frac{1}{2}$
Do.....	1	.32						
Do.....			3	.31 $\frac{1}{2}$	2	.31 $\frac{1}{2}$		
Do.....			1	.30	1	.30		
Do.....	2	.29						
Do.....			1	.28	1	.28	1	.28
Do.....	2	.27			1	.27		
Do.....	1	.26						
Do.....	1	.21						

Occupation.	Oct. 1, 1909.		Oct. 1, 1911.		Oct. 1, 1913.		Mar. 1, 1915.	
	Number.	Rate.	Number.	Rate.	Number.	Rate.	Number.	Rate.
Flue welder.....	1	\$0.30	1	\$0.30	1	\$0.30	1	\$0.34
Do.....							1	.30
Flue-welder helper.....							1	.30
Flue setter.....	2	.29						
Netting fitter.....	1	.27 $\frac{1}{2}$	1	.27 $\frac{1}{2}$				
Punch and shears.....							1	.28
Do.....	1	.27	1	.27	1	.27		
Front end and air-pressure inspector.....			2	.32				
Do.....			1	.30	2	.30	2	.30
Do.....	2	.27	2	.27	2	.27	1	.27
Do.....							1	.26
Flue cleaner.....			1	.22	1	.22	1	.22
Do.....					1	.20		
Turret lathe operator.....							3	.38
Do.....			1	.36	2	.36		
Do.....				.33	2	.36	2	.33
Do.....	1	.32 $\frac{1}{2}$						
Do.....	1	.30						
Steel tire lathe man.....			1	.30	1	.30	1	.30
Do.....	1	.27						
Car-wheel borer.....					1	.27	1	.27
Axle lathe man.....					1	.30	1	.30
Drill pressman.....	1	.27	1	.27	2	.27	1	.27
Do.....	5	.26	2	.26	3	.26	2	.26
Do.....	1	.25	7	.25	3	.25	1	.25
Do.....					2	.23		

¹ Per month.

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GRAHAM EXHIBIT NO. 3—Continued.

Statement of number employed and rates of pay per hour of all shipment O.-W. R. R. & N. system, at date periods shown—Continued.

Occupation.	Oct. 1, 1909.		Oct. 1, 1911.		Oct. 1, 1913.		Mar. 1, 1915.	
	Num-ber.	Rate.	Num-ber.	Rate.	Num-ber.	Rate.	Num-ber.	Rate.
Tool-room helper.....	2	\$0.23	1	\$0.23	2	\$0.23	2	\$0.23
Transfer table operator.....			1	.23	1	.23	1	.23
Machine oiler.....	1	.23	1	.23				
Nut tapper.....	1	.21	1	.21				
Tool dresser.....							1	.44
Do.....			1	.42	1	.42		
Do.....	1	.37			1	.23	1	.23
Tool-dresser helper.....								
Steam-pipe man.....			1	.30				
Do.....	1	.27½	1	.27½				
Stationary engineer.....	1	\$80.00	1	\$80.00	1	\$80.00	1	\$80.00
Do.....					1	\$75.00		
Do.....			1	\$2.50	1	\$2.50	2	\$2.50
Do.....	1	.25					1	.23
Do.....								
Do.....	1	.22	1	.22				
Do.....	2	.20	1	.20				
Stationary fireman.....	1	\$70.00	2	\$70.00	2	\$70.00	2	\$70.00
Do.....	1	\$65.00					2	\$2.75
Do.....					1	\$2.50		
Do.....					1	.25		
Do.....	1	.22	1	.22	1	.22	2	.22
Do.....					6	.20	8	.20
Brass finisher and locksmith.....							1	.44
Do.....			1	.12	1	.42		
Do.....	1	.34						
Brass finisher and locksmith helper.....					3	.20	3	.20
Shop switch engineer.....			1	\$75.00	1	\$75.00	1	\$75.00
Forging machine operator.....			2	.31½	2	.31½	2	.31½
Do.....	2	.27					2	.24
Bolt cutter.....	2	.22	2	.22	2	.22		
Do.....	1	.12½	1	.12½	1	.12½	1	.12½
Hammer boy.....					1	.30	1	.30
Tank and tanksmith.....								
Do.....	1	.27	1	.27				
Do.....	2	.25	3	.25			10	.25
Do.....	5	.24	8	.24	9	.24		
Tank and tanksmith helper.....	5	.23	10	.23	10	.23	10	.23
Electrician.....	1	\$125.00	1	\$125.00	1	\$125.00	1	\$125.00
Do.....					1	\$100.00	1	\$100.00
Do.....					1	.40		
Do.....	1	.37			1	.37	2	.37
Do.....			2	.35	1	.35	1	.35
Do.....							1	.32
Do.....							1	.30
Electrician helper.....	1	.25	1	.25	2	.25	1	.25
Coal-crane engineer.....					2	\$75.00	2	\$75.00
Do.....							1	\$70.00
Do.....					2	.40	2	.40
Tinner.....			7	.35	10	.35	8	.35
Do.....							1	.33
Do.....	6	.32	1	.32	1	.32		
Tinner helper.....			2	.23				
Tinner apprentice.....	1	.22½						
Do.....							1	.15
Do.....			1	.12½				
Do.....			1	.10	1	.10		
Babbitt man.....					1	.25	1	.25
Steam fitter.....	1	.35	2	.35	3	.35	2	.35
Pipe fitter.....			6	.35	13	.35	10	.35
Do.....					3	.32	1	.32
Do.....	5	.31						
Do.....			2	.30			1	.30
Do.....	1	.28	1	.28				
Pipe-fitter helper, special.....					3	.26	2	.26
Pipe-fitter helper.....					1	.24		
Do.....	7	.23	10	.23	16	.23	7	.23
Jacket fitter.....	1	.32	1	.32				
Jacket-fitter helper.....	1	.23	2	.23				
Coppersmith.....			3	.42	4	.42	3	.42
Do.....	1	.37						

½ Per month.

½ Per day.

GRAHAM EXHIBIT NO. 3—Continued.

Statement of number employed and rates of pay per hour of all shopmen, O.-W. R. R. & N. system, at date periods shown—Continued.

Occupation.	*Oct. 1, 1909.		Oct. 1, 1911.		Oct. 1, 1913.		Mar. 1, 1915.	
	Num-ber.	Rate.	Num-ber.	Rate.	Num-ber.	Rate.	Num-ber.	Rate.
Engine inspector.....			3	\$0.27½	8	\$0.27½	8	\$0.27½
Do.....	4	\$0.27	5	.27	8	.27	6	.27
Boiler washer.....	8	.26	12	.26	13	.26	8	.26
Boiler-washer helper.....			2	.20	4	.20	2	.20
Do.....					1	1.75		
Carpenter.....			22	.34	31	.34	29	.31
Do.....	18	.32			1	.32	1	.32
Do.....	3	.30	2	.30	17	.30	12	.30
Do.....	12	.27½	16	.27½	38	.27½	27	.27½
Do.....	4	.27	3	.27	5	.27	44	.27
Do.....			38	.26	41	.26		
Do.....	46	.25	1	.25				
Car-repairer:								
Passenger.....			10	.26	17	.26	12	.26
Do.....	6	.25						
Do.....	2	.22						
Freight.....							73	.27½
Do.....	3	.25	34	.25	87	.25		
Do.....	41	.24	76	.24	125	.24	32	.24
Do.....	43	.23	1	.23	2	.23	9	.23
Do.....	1	.22½			2	.22½		
Do.....	11	.22	14	.22	25	.22	7	.22
Do.....	6	.21½					6	.21½
Do.....	10	.21			6	.21		
Do.....			5	.20	1	.20		
Car-repairer helper.....					5	.20	8	.21½
Do.....							3	.20
Car-oller.....	1	.24						
Do.....			1	.25				
Car inspectors.....			2	\$85.00	2	\$85.00	2	\$85.00
Do.....			4	\$80.00	6	\$80.00	6	\$80.00
Do.....					1	.30	1	.30
Do.....					5	.28	41	.28
Do.....							2	.27½
Do.....	11	.25	14	.26	61	.26		
Do.....	3	.21					1	.25
Air-brake inspector.....			1	.29	2	.29	2	.29
Do.....	1	.28						
Do.....			2	.25	2	.25	2	.25½
Do.....	2	.24						
Millwright.....			1	.42	1	.42	1	.43
Do.....	1	.34						
Mill hand.....			2	.29	9	.29	8	.29
Do.....	2	.28			3	.26	1	.26
Do.....								
Do.....	5	.25						
Mill laborer.....	4	.20	4	.20	8	.20	5	.20
Pattern maker.....	1	.42	1	.42	1	.42	1	\$110.00
Do.....			4	.34	3	.34	3	.34
Do.....	4	.32						
Pattern-maker helper.....	1	.23	1	.23	1	.23	1	.23
Upholsterer.....	1	.39	1	.39	1	.39	1	\$95.00
Do.....	2	.39	2	.39	2	.39	2	.39
Upholsterer helper.....	1	.20	1	.20	1	.20	1	.20
Painter.....			6	.34	5	.34	5	.34
Do.....	7	.32	1	.32	1	.32	1	.32
Do.....							9	.31
Do.....			5	.30	10	.30		
Do.....							8	.28
Do.....			7	.27½	11	.27½		
Do.....	8	.27	1	.27				
Do.....							3	.26
Do.....	6	.25	7	.25	10	.25	4	.25
Do.....	2	.24	3	.24	6	.24		
Do.....					4	.20	2	.20
Painter helpers.....	2	.24	1	.24				
Do.....	1	.23	1	.23	1	.23		
Do.....	4	.20	4	.20	7	.20	8	.20

1 Per day.

2 Per month.

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GRAHAM EXHIBIT NO. 3—Continued.

Statement of number employed and rates of pay per hour of all shopmen, O.-W. R. R. & N. system, at date periods shown—Continued.

Occupation.	Oct. 1, 1909.		Oct. 1, 1911.		Oct. 1, 1913.		Oct. 1, 1915.	
	Num-ber.	Rate.	Num-ber.	Rate.	Num-ber.	Rate.	Num-ber.	Rate.
Painter apprentice.....							1	\$0.10
Car cleaner.....							5	1 60.00
Do.....	1	\$0.22½						
Do.....					7	\$0.22	5	.22
Do.....	27	.20	48	\$0.20	73	.20	42	.20
Do.....					8	\$1.75		
Do.....							3	\$1.50
Watchman, shop.....	5	\$2.00	5	\$2.00	8	\$2.00	9	\$2.00
Do.....			1	.20	1	.20		
Laborer, shop.....	5	.22½						
Do.....	162	.20	183	.20	233	.20	56	.20
Do.....					9	\$2.00		
Do.....			39	\$1.75	28	\$1.75		

1 Per month.

2 Per day.

GRAHAM EXHIBIT NO. 4.

Statement of clerks and salaries paid, Albina shops, April, 1915:

1 chief clerk.....	\$165	1 clerk.....	70
1 assistant chief.....	115	3 clerks.....	65
1 accountant.....	110	1 clerk.....	60
1 M. C. B. clerk.....	100	1 messenger.....	40
1 timekeeper.....	100	1 messenger.....	30
1 M. M. clerk and operator.....	100	1 chief draftsman.....	140
4 clerks and stenographers.....	85	2 draftsmen.....	75
1 clerk.....	80	1 draftsman.....	70
2 clerks.....	75		

FULLER EXHIBIT.

DISTRICT LODGE No. 11, I. A. of M.,
Omaha, June 30, 1911.

Mr. C. E. FULLER,
Asst. Gen. Mgr. U. P. R. R., Omaha.

DEAR SIR: In accordance with present shop rules and regulations, governing machinists and apprentices, 30 days' written notice are required to be given the other party when a change is desired.

I have been instructed by the members of our organization working under your jurisdiction, to notify you that a change is desired, and that later a new schedule will be submitted to you in our behalf.

As the present shop rules of all crafts are now nearly identical, we believe that a conference between yourself and representatives of the different crafts should be held jointly.

I am therefore requested to ask for a joint conference of all crafts, on behalf of the machinists, and believe that by such a conference, time will be saved you as an official of the company.

Awaiting your reply, I am,

Yours, respectfully,

SAMUEL H. GRACE,
Machinists' Representative, District No. 11,
Room 403 Bee Building, Omaha, Nebr.

OMAHA, July 29, 1911.

Mr. SAMUEL H. GRACE,
403 Bee Building, Omaha, Nebr.

DEAR SIR: Your favor of June 30 received, and in reply would advise that if a committee of machinists desire to meet me to discuss the machinists' working rules I will be very glad to arrange for a meeting with such committee as in the past, but can not accede to the request to meet with other crafts at the same time.

Yours, truly,

C. E. FULLER,
Assistant General Manager.

Copy to Mr. Mohler.

JOINT PROTECTIVE BOARD,
Omaha, July 13, 1911.

Mr. C. E. FULLER,
Asst. Gen. Mgr. U. P. R. R., Omaha, Nebr.

DEAR SIR: In accordance with present shop rules and regulations, governing the Brotherhood Railway Carmen 30 days' written notice is required to be given the other party when a change is desired.

I have been instructed by the members of our organization working under your jurisdiction, to notify you that a change is desired, and that later a new schedule will be submitted in our behalf.

As the present shop rules of all crafts are now nearly identical, we believe that a conference between yourself and representatives of the different crafts should be held jointly.

I am therefore requested to ask for a joint conference of all crafts, on behalf of the Brotherhood Railway Carmen, and believe that by such a conference time will be saved you as an official of the company.

Awaiting your reply, I remain,

Yours, respectfully,

L. I. TUCKER,
Secretary-Treasurer.

221 CHESTNUT STREET, NORTH PLATTE.

OMAHA, July 29, 1911.

Mr. L. I. TUCKER,
221 Chestnut Street, North Platte, Nebr.

DEAR SIR: Your favor of July 13 received, and in reply would advise that if a committee of carmen desire to meet me to discuss the carmen's working rules, I will be very glad to arrange for a meeting with such committee as in the past, but can not accede to the request to meet with other crafts at the same time.

Yours, truly,

C. E. FULLER,
Assistant General Manager.

Copy to Mr. Mohler.

CHEYENNE, WYO., June 26, 1911.

Mr. FULLER,
General Superintendent M. P. & M., Union Pacific System.

DEAR SIR: In accordance with the present shop rules governing blacksmiths, apprentices, and helpers 30 days' written notice is required to be given the other party when a change is desired.

I have been instructed by the members of our organization employed under your jurisdiction to notify you that a change is desired, and that later a new schedule will be submitted to you in our behalf.

As the present shop rules of all shop crafts are now practically identical, we believe that a conference between yourself and representatives of the different crafts on the Union Pacific system should be held jointly.

I am therefore requested to ask for a joint conference of all crafts upon behalf of the blacksmiths, apprentices, and helpers.

Awaiting an early reply, I am,

Yours, respectfully,

GEO. L. BAKER,
Secretary District Council No. 12,
International Brotherhood of Blacksmiths and Helpers.

3727 NORTH GRIFFIN AVENUE, LOS ANGELES, CAL.

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OMAHA, July 22, 1911.

MR. GEORGE L. BAKER,
3737 North Griffin Avenue, Los Angeles, Cal.

DEAR SIR: Your letter under date of the 26th received, and in reply beg to advise that it has always been the policy of this company to deal directly with its own employees, and we can not see our way clear to deviate from this practice. If any classes of our employees desire a change in their present working rules and schedules, they fully understand that upon their direct request they will be given a hearing and full consideration.

Yours, truly,

C. E. FULLER,
Assistant General Manager.

Copy to Mr. Mohler.

SAN LUIS OBISPO, June 27, 1911.

MR. C. E. FULLER,
Assistant General Manager,
Union Pacific Railroad, Omaha, Nebr.

DEAR SIR: In accordance with present shop rules and regulations, I desire to give you the required 30 days' notice that a change in the same is desired.

Upon receipt of your reply we will arrange to send you a copy of the proposed new agreement at least 10 days before the date of conference.

Present shop rules of the different crafts are practically the same, and we therefore request that in order to save time, that you meet our committee jointly.

Awaiting an early reply, I am,

Very respectfully,

[SEAL.]

JOHN SCOTT,
Secretary Shop Federation, Harriman Lines.

Address 977 BUCHON STREET, SAN LUIS OBISPO, CAL.

OMAHA, July 23, 1911.

MR. JOHN SCOTT,
977 Buchon Street, San Luis Obispo, Cal.

DEAR SIR: Your letter under date of 27th received, and in reply beg to advise that it has always been the policy of this company to deal directly with its own employees, and we can not see our way clear to deviate from this practice. If any classes of our employees desire a change in their present working rules and schedules they fully understand that upon their direct request they will be given a hearing and full consideration.

Yours, truly,

C. E. FULLER,
Assistant General Manager.

Copy to Mr. Mohler.

DISTRICT LODGE, No. 11, I. A. OF M.,
Omaha, July 19, 1911.

MR. C. E. FULLER,
Assistant General Manager, U. P. R. R., Omaha, Nebr.

DEAR SIR: Inclosed find copy of the new schedule submitted for consideration in behalf of the machinists of the Union Pacific Co.

This same schedule will be submitted to all of the allied lines of the so-called Harriman system in behalf of the machinists employed by them, and practically the same schedule outside of rule 4 (Definition of work) by all other shop crafts.

In view of the above, we therefore trust that you can see your way clear to grant us all at this time a joint conference, and that by so doing it will give better satisfaction to all concerned and also be a saving of time and expense to all parties.

Awaiting your reply, I remain,

Yours, respectfully,

SAMUEL H. GRACE,
Machinist Representative, District 11.

(Schedule requested by federation machinists.)

RULES AND REGULATIONS GOVERNING SHOP EMPLOYEES OF THE HARRIMAN LINES.

WORKDAY.

Rule 1. The standard working time shall be 8 hours per day and 6 days per week. The working hours shall be from 8 a. m. to 12 noon; from 1 p. m. to 5 p. m. Night forces on a corresponding basis. Night men shall be allowed 9 hours' pay for 8 hours' work. There shall be no lap shift worked. Working hours shall be bulletined. Where continuous service is necessary three shifts may be worked as follows: 8 a. m. to 4 p. m.; 4 p. m. to 12 midnight; 12 midnight to 8 a. m.; 20 minutes to be allowed each shift for lunch, with pay. All employees will be allowed one hour, with pay, at the close of the week irrespective of the number of hours worked.

REDUCTION OF EXPENSES.

Rule 2. When any reduction of expenses is to be made, employees shall first have the privilege of a 90-day leave of absence. If any further reduction is necessary, the last man hired within the jurisdiction where the reduction is to be made, shall be given a 90-day leave of absence, or until such time as forces are to be increased, when the last man given leave of absence shall be the first man put back to work. Men granted leave of absence shall be furnished with transportation over the Harriman lines. Committee shall be notified by foreman that the services of employees are again required and employees on leave of absence shall be given 10 days to return to work.

OVERTIME.

Rule 3. All time worked other than bulletined hours shall be considered overtime. Overtime shall be paid for at the rate of time and one-half up to midnight. After midnight double time shall be paid until relieved. No employee shall work longer than 1 hour without being allowed time for meals. Employees required to work after bulletined hours shall be paid 4 hours for 2 hours and 40 minutes' service or fraction thereof, if worked before midnight. If after midnight, they shall be paid 4 hours for 2 hours or fraction thereof. Sundays and all holidays designated by the State or Nation shall be paid for at the rate of time and one-half. Holidays falling on Sundays and another day observed by the State or Nation, this day shall be considered a holiday and paid for as such. No employees shall be required to work overtime more than two nights per week, or two consecutive Sundays. When overtime is required, it shall be distributed. Employees shall not be laid off from regular working hours to equalize overtime worked. Overtime shall be confined to emergency cases. Men transferred from one shift to another shall be paid overtime for the first night or day, as the case may be. Employees when sent out on the road from their home station shall receive continuous time from the time called until the time they return, as follows: Overtime rates for all overtime hours, whether waiting, traveling, or working, and straight time for what are straight-time hours at the home station, whether waiting, traveling, or working, with an allowance of \$1.50 per day for expenses, provided that when away for a period of 36 hours, and have been given time for sleep and rest, that the regular rule for time and overtime shall apply thereafter. Expense money to be paid on the following pay day, except in the case of employee leaving the service of the company, he shall be paid at the time of leaving service.

DEFINITION OF WORK.

Rule 4. None but machinists and machinists' apprentices shall be allowed to do machinists' work. Machinists' work shall consist of erecting and dismantling locomotives (engines—steam, gasoline, electrical, and turbine), building and repairing of all machinery and finished tools, and the operation of all machines used in such work, except nut tappers, bolt cutters, and drill presses (except where drill presses are equipped with a facing head and turning head or boring bar).

Men in direct charge of machinists' work shall themselves be machinists. Men not having the title of foremen, with pay accordingly, shall not direct machinists nor assume the responsibility of machinists' work.

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COMPETENCY.

Rule 5. Competency of the employees entering the service shall be determined within 30 days.

EMPLOYMENT.

Rule 6. Employees shall not be requested to undergo any form of physical examination or make out any form of personal record.

SAFEGUARDING EMPLOYEES.

Rule 7. Men shall not be required to work on engines outside of shop in bad weather. This not to apply to work in engine cabs. Before work on engines undergoing repairs in shops and roundhouses is distributed, it shall be cleaned. Roundhouses shall be piped or otherwise arranged so that when the engines are being blown down the steam will be carried from the roundhouse and the danger eliminated. This work to be completed within 90 days after the signing of this agreement.

APPRENTICES.

Rule 8. There may be 1 apprentice to every 5 mechanics in the shop. No apprentice shall be allowed to serve his apprenticeship where there are not proper facilities for learning the trade. Apprentices must know the first four rules of arithmetic, and be able to read and write the English language. If within 6 months an apprentice shows no aptitude to learn the trade, he shall be transferred or released from the service. Shop foreman and shop committee shall be the judges in the case. Apprentices shall be subject to same regulations as mechanics unless otherwise stated in this agreement. Apprentices shall not be permitted to work nights and overtime; neither shall they be sent out on the road. When force of mechanics are reduced the number of apprentices shall be reduced to maintain ratio (except apprentices employed previous to this agreement), seniority to govern in their reduction and reemployment. At the expiration of their apprenticeship, if retained in the service of the company, they shall receive the rate of pay paid mechanics at that point. Apprentices when indentured must be between 16 and 21 years of age, and must serve 4 years, consisting of 280 days per year. Apprentices shall serve 3 years on machines and special work and not more than 4 months on any one machine or special work and 1 year on general work. The financial secretary or shop committee shall be furnished with a list containing the dates of employment of all machinists and apprentices every 3 months.

DISCHARGE AND SUSPENSION.

Rule 9. No employee shall be discharged or suspended without a just and sufficient cause. If after due investigation, it is found that an employee has been unjustly discharged or suspended, he shall be reinstated with full pay for all time lost, investigation to take place within five days after date of his suspension or dismissal. Before discharge or suspension takes place foreman shall notify employee and committee. In case of any doubt, employee shall be left at work pending investigation.

ADJUSTMENT OF GRIEVANCES.

Rule 10. It is understood in the adjustment of grievances the officials of the company will receive a duly authorized committee to act in the premises at any time. Grievances shall be first submitted to shop foreman, and in the event of his decision being unsatisfactory an appeal may be taken by the committee and their duly authorized representatives to the higher officials. The company will not in any way discriminate against employees who are called upon at any time to serve on any committee or to act in the adjustment of grievances, and shall grant leave of absence and free transportation to those delegated to go before the management in the adjustment of grievances. Transportation shall be granted to employees representing their organization to all conventions or meetings. *

SANITATION.

Rule 11. Special efforts shall be made to furnish good ice water for drinking purposes, and all pits and floors in shops and roundhouses shall be maintained in a dry, clean, sanitary, and safe condition. Proper toilets shall be provided at all points, inclosed from public view, the doors of which shall be kept closed. Also a suitable place for washing purposes.

TIME CHECKS.

Rule 12. Employees leaving the service of the company shall be furnished with a time check covering all time due within 24 hours at all division points where time checks are issued, and 48 hours at all other points. When employees are being paid it shall be during working hours, night men excepted.

RELIEF SERVICE.

Rule 13. When an employee at any of the outlying points requests leave of absence and transportation, same shall be granted. Employees shall give 10 days' notice to proper officer of the company. Before the expiration of notice another employee shall be sent to relieve applicant.

TRANSPORTATION.

Rule 14. Employees and dependent members of their families and employees' representatives of the mechanical departments shall enjoy the same privileges in regard to free transportation as that now granted employees and their representatives of the operating department.

ASSOCIATES.

Rule 15. Employees now and hereafter employed and not members of the association represented as the second party in this agreement shall have 30 days in which to obtain membership.

PROMOTION.

Rule 16. When vacancies occur in shop foremanships the company shall consider mechanics of the craft in the shop where vacancy occurs for promotion to foremanship, seniority to govern.

SPECIAL CONSIDERATION.

Rule 17. Employees who by long and faithful service for the company have become unable to handle the heavy work to an advantage will be given preference of such light work as they may be able to handle without any reduction in their rate and without any discrimination.

HOSPITAL DEPARTMENT.

Rule 18. Employees injured or becoming sick while in the service shall, if necessary, be sent to hospital for treatment, such treatment to be given free of charge as long as the patient and members of his organization think he requires it. Hospital department shall furnish financial statement of receipts and expenditures to be given employees at least once a year. Employees shall be given equal membership on the board of directors of the hospital department.

WAGES.

Rule 19. All work performed shall be paid for by the hour. All mechanics, apprentices, semiskilled men, and helpers shall be granted a 7-cent flat increase per hour. No employee shall be employed for less than the established minimum rate of pay paid at that point. No employee shall work by piece, premium, or bonus system. Where same is now in existence it shall be discontinued upon the signing of this agreement.

CHANGE OF RULES.

Rule 20. These rules and regulations with rates of pay shall supersede all others, and shall take effect when signed by contracting parties and remain in effect until change by either party giving 30 days' notice in writing to the other party, during which time a conference shall take place. A copy of these rules and regulations shall be posted on bulletin boards in shop and round-houses and shall remain in force until superseded by another agreement.

INTERNATIONAL BOILER MAKERS, IRON-SHIP BUILDERS, AND HELPERS.

NORTH PLATTE, July 28, 1911.

Mr. C. E. FULLER,
*Superintendent Motive Power and
 Machine of Union Pacific Railway, Omaha, Nebr.*

DEAR SIR: Please inclosed find copy of "Definition of Boiler Maker Work" that the boiler makers are asking for on the Union Pacific, which will come up for your approval.

Their agreement is the same as the machinists', which was presented some time ago.

Respectfully, yours,

J. C. CARROLL,
Secretary.
 EDWARD WEEKS,
 JOHN SETH.

(Schedule requested by federation boiler makers.)

DEFINITION OF BOILER MAKERS' WORK.

Rule 4, section 1. All such work as laying out, marking off, shearing, punching and rolling, flanging and cutting apart, fitting up, and riveting of all steel tank frames, angle iron, I beams, and channel iron, and all street car work made from No. 16 gauge iron and steel and up.

Sec. 2. All patching, riveting, shipping and caiking, inspecting and testing of all steam, oil, water, gas, and air-tight work; all forms of stay-bolt work and tube work front and back end.

Sec. 3. All steel cab work, running boards, front end, grates and ash pans.

Sec. 4. Boiler makers will hold all handle tools and bars. Shall handle all new appliances in regard to gas machines and all gas welding machines, electric machines and all electric welding machines; boiler makers shall handle and operate all air hammers and motors, all pneumatic tubes and hydraulic riveting machines, and be furnished sufficient help to do same. When boiler makers are using pneumatic hammers, driving rivets $\frac{3}{4}$ inch or over, or when using any long-stroke pneumatic hammer on any class of work they will be given an advanced apprentice or another boiler maker to assist them.

Sec. 5. Boiler makers shall not be required to enter boilers to perform any work until after steam has been blown off, brick arches removed, and boiler reasonably cool. Water tanks and oil tanks must first be properly cleaned out before boiler makers are requested to work in them.

Sec. 6. When boiler makers are required to fill places of layer-outs, inspectors, flanges, or fitters up, for six days or less, their wages shall not be changed; if required to fill aforesaid vacancies for a term of days exceeding six in number, they shall receive the prevailing rate of pay for such occupation for full time worked.

APPRENTICES.

Rule 8, sec. 2. There will be two classes of apprentices—the regular apprentice and the helper apprentice. Fifty per cent of the apprentices may be selected from the ranks of the helpers. Regular apprentices must be within 16 and 21 years of age and shall serve 4 years of not less than 280 days per year. No apprentice shall be kept on one class of work more than 6 months.

Regular apprentices: Seventeen cents per hour for the first year; 19½ cents per hour for the first half of second year; 22 cents per hour for the second half of second year; 24½ cents per hour for the first half of third year; 27 cents per

hour for the second half of third year; 29½ cents per hour for the first half of fourth year; 32 cents per hour for the last half of fourth year.

Rule 8, sec. 3. Helper apprentices shall be selected from the force of helpers who have been in the service two years or more, seniority to prevail; the age to be between 21 and 25 years. Helpers' apprentices must serve 3 years of not less than 280 days per year, their rate to be as follows:¹

Helpers' apprentices: Helpers' apprentices shall not be reduced in wages upon serving time of apprenticeship, and shall receive 2½ cents increase every six months.

Sec. 4. Helpers and laborers shall not be advanced to the detriment of boiler makers or apprentices except as defined in rule 8.

COMERFORD EXHIBIT NO. 1.

UNITED STATES SENATE,
August 28, 1914.

Mr. W. W. GARNER,

*President Brotherhood Railroad Clerks, Lodge 141,
Lawrence House, Jackson, Miss.*

MY DEAR SIR: I have your letter of August 24, which reads as follows:

"You will recall that during the year 1912 a conference was held in the office of Gov. Noel, looking to a settlement between the strikers and the Illinois Central Railroad Co., at which were present the governor, the mayor of Jackson, yourself, Mr. Markham, and other Illinois Central officials.

"Now, what I want to ask of you is that you give me a letter with reference to this conference, giving an idea of its purpose and what things were brought out there. In order to refresh your memory, you will no doubt recall that Mr. Markham, president of the I. C. system, admitted, in the presence of the members of the conference, that the railroad company would not recognize the 'clerks' as an organization, because they were 'too intelligent' and might sometime cause the company some embarrassment; said he would be willing to recall all of the other organizations in the federation and renew their contracts, but simply would not give recognition to the railroad clerical men. This was a surprise to the distinguished gentlemen present, who could not understand Mr. Markham's position, nor could he satisfactorily explain it.

"I would also appreciate it very much if you would give me your impressions of what effect the strike of the clerks of the I. C. R. has had on the service and operation of their lines.

"I would like to get this letter from you because the Industrial Relations Committee is going to investigate the strike referred to sometime next month and because other parties to this conference have also furnished letters."

I recall the conference to which you refer, though I do not recall the details. It seemed to me that you and the men operating with you at that time were very reasonable, and I did not quite understand why the clerical force should be especially selected as not to be forgiven. I do not quite remember Mr. Markham's remarks as you do; I do not remember that he said that "his objection" to recognizing the clerks was that they were "too intelligent and might some day cause the company embarrassment." He may have said that, but I do not remember. My recollection is somewhat dim about the whole affair at this late date, but as I remember it, he said, substantially, that the clerks were in a position of privileged communication with the company and occupied a confidential relation toward the company, and that for that reason he made somewhat of a distinction between them and other employees in his mind. It struck me that this was all the more reason why they ought to be dealt with in a friendly spirit. I do remember being somewhat astonished at Mr. Markham's position; I thought it at the time arbitrary.

I can not answer your question as to what the effect of the strike of the clerks was on the service in the operation of the lines, because I do not know. I was soon afterwards, you remember, called away from Mississippi by public duties here, and became not only interested but absorbed in the work here. I remember trying my best to bring about good feeling between both sides, and I have a distinct recollection that you seemed to be amenable to reason.

I am sorry that my letter must be so unsatisfactory, but the state of my memory concerning it all is dim. I remember making a suggestion, the details

¹ Not furnished.

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of which I do not now recall, that I thought ought to be accepted by both sides and which seemed to be not favorably received by the railroad. I have tried to recall just what the proposition was, but I am not able to do so.

I am, with every expression of regard,

Very truly, yours,

JOHN SHARP WILLIAMS.

COMERFORD EXHIBIT NO. 2.

FRANK COMERFORD,
ATTORNEY AT LAW,
Chicago, October 19, 1911.

President MARKHAM,
Illinois Central Railroad Co., Chicago, Ill.

DEAR SIR: Clifford C. Ormes is in Chicago, penniless and without friends. His home is Minneapolis, Minn., where he lives with his wife and family. He is by occupation a wood-machine man.

He read an advertisement in the Minneapolis Tribune on October 15, placed in that paper by the Fay Employment Agency, No. 220 Second Street, Minneapolis. The advertisement told him of steady work in Chicago. It was suggested to him that his employment would be with a new manufacturing concern. He was put on a train for Chicago and given as his destination West Pullman. He was met at West Pullman by a representative of your road and taken to Burnside. At Burnside he found a strike in progress, and being a union man he refused to go to work under the conditions offered.

This man, not only destitute so far as money and friends are concerned, labors under the terrible misfortune of being a deaf-mute. Your company is responsible for its agent, the Fay Employment Agency, that by false and fraudulent representations induced this man to leave his home and journey to Chicago in the belief that work awaited him here in a new manufacturing plant. The least that your company can do to make amends for its wrong to this man is to provide him with transportation back to his wife and family.

The methods employed by your subordinates in resorting to trickery of the kind illustrated by this case and catching in the net unfortunates like Clifford Ormes are indefensible. These facts can be established by investigation. I shall be glad to supply the proof.

The man's present penniless condition in Chicago makes it imperative for me to ask you to make some decision in this matter at once.

Sincerely,

COMERFORD EXHIBIT NO. 3.

[John F. Ramer, secretary of state and labor commissioner ex officio. Axel Swanson, deputy labor commissioner and chief factory inspector.]

STATE OF COLORADO,
OFFICE OF BUREAU OF LABOR STATISTICS,
Denver, Colo., April 6, 1915.

HON. FRANK COMERFORD,
4714 Clarendon Avenue, Chicago, Ill.

DEAR SIR: Replying to your favor of recent date, inquiring the particulars as to the work of this office in enforcing the laws on matters pertaining to the strike on the Harriman lines, I will say that we have a law requiring, in substance, that when a strike is called anywhere then employment offices are required to tell all applicants for positions in places where the said strike is in operation of this fact, and this office has further required that the words "strike job" be written across the slip given the applicant for said job, so that no mistake can be made.

Mr. John Aften, running an employment office, had orders for strikebreakers and was found sending them without said notification of a strike being on the said lines. The strikers complained, and this office immediately took the matter up with Mr. Allan and forced him to comply with the law. This is about all this office had to do with the matter. This occurred before my taking the office and during the term of my predecessor, Mr. Edwin V. Brake. I have,

however, investigated the matter and find these to be the facts. I therefore do not think that I can be of assistance to you by accepting a call to Chicago to testify.

Assuring you of my desire to assist you when possible, I am,
Very truly, yours,

AXEL SWANSON,
Deputy State Labor Commissioner.

COMERFORD EXHIBIT NO. 4.

(House resolution No. 60, General Assembly, State of Illinois, offered Apr. 3, 1913, submitted in printed form.)

(A roll call of the judiciary committee of the Illinois Assembly of 1913—yeas, 17; nays, 6—was submitted in printed form.)

(An article by J. J. Meagher, from Strike Bulletin, No. 101, dated Clinton, Ill., Dec. 2, 1914, published by the Illinois Central System Federation, was submitted in printed form.)

PEOPLE V. MIKE CANE } Charged with carrying concealed weapons.
PEOPLE V. HUGH CLARK }

BRIEF AND ARGUMENT ON BEHALF OF DEFENDANTS.

FACTS.

The undisputed evidence in this case is that each of the defendants is employed by the Illinois Central Railroad Co., for the purpose of guarding its property at its Burnside shops in the city of Chicago, and had been so employed for some time prior to their apprehension. On the day of their arrest a policeman in full uniform, wearing his official star, without any warrant whatever, stopped each of these defendants upon the street, without consent on their part, and searched them. In making the search he felt in the pocket of each of these defendants, what, in his judgment, was a revolver. The policeman thereupon arrested each of the defendants, took them to the police station, and upon the defendants being searched it was found that each had a revolver in his pocket.

This information was revealed to the complaining witness, who swore to the complaint upon which the defendants were tried.

There was no evidence offered tending to show that each of the defendants carried a concealed weapon except that of the policeman. When this evidence was offered the attorney for each of the defendants objected on the ground that the search was unlawful and was a violation of the constitutional rights of the defendants, and that evidence so obtained could not be introduced in evidence. The court heard the evidence subject to the objection. If the objection is well grounded, then the defendants must be acquitted.

The fourth and fifth amendments to the Constitution of the United States are as follows:

"IV. The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated; and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

"V. No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a grand jury, except in cases arising in the land and naval forces, or in the militia, when in actual service, in time of war or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled, in any criminal case, to be a witness against himself, nor be deprived of life, liberty or property, without due process of law; nor shall private property be taken for public use without just compensation."

Paragraphs 6 and 10 of Article II of the constitution of the State of Illinois, entitled, "Bill of rights," are as follows:

"6. The right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures shall not be violated; and no warrant shall issue without probable cause, supported by affidavit, particularly describing the place to be searched, and the persons or things to be seized.

"10. No person shall be compelled in any criminal case to give evidence against himself, or be twice put in jeopardy for the same offense."

While we will cite a number of authorities exactly in point, yet we feel that the case that is most conclusive upon principle is that of *Boyd v. United States* (116 U. S., 616). It will be noted in that case that the Supreme Court of the United States held an act of Congress in relation to revenue laws unconstitutional because it authorized the court to compel a defendant to produce evidence of his guilt, because the court said it was a violation of the fourth and fifth amendments of the Constitution of the United States. If an act of Congress would be so held as unconstitutional, then surely an ordinance of the city of Chicago would be unconstitutional as violating the same right; and the court, at page 631, in condemning this law said that such compulsory process "is contrary to the principles of a free government. It is abhorrent to the instincts of an Englishman; it is abhorrent to the instincts of an American. It may suit the purpose of despotic power; but it can not abide the pure atmosphere of political liberty and personal freedom."

In the case of *Hughes v. State* (58 S. E., 390) the facts are as follows:

A city policeman saw two men walking down a passageway. The policeman followed them, searched them, and found upon the person of the defendant a revolver. He was taken to the police station and booked on the charge of carrying concealed weapons. He was not drunk, was violating no law, and was walking along leisurely with his companion. The lower court found the defendant guilty of carrying concealed weapons, but case was appealed by the defendant. The supreme court held that where a person not in legal custody is compelled to furnish incriminating evidence against himself the evidence is not admissible.

In the case of *Pickett v. State* (99 Ga., 15; 25 S. E., 609) the court said:

"While an officer may, without a warrant, make an arrest for an offense committed in his presence, he has no authority upon bare suspicion, or upon mere information derived from others, to arrest a citizen and search his person in order to ascertain whether or not he was carrying a concealed weapon in violation of law. * * * Even if the person arrested did in fact have a concealed weapon, the fact not being discoverable without a search, the offense of thus carrying it was not, in legal contemplation, committed in the presence of the officer, and the latter violated a sacred constitutional right of the citizen in assuming to exercise a pretended authority to search his person in order to expose his suspected criminality."

In the case of *Davis v. State* (61 S. E., 404), Georgia, the defendant, Davis, was suspected of having stolen some money. He permitted himself to be searched to see if he had the money, but between his overalls and his pants he had a concealed weapon, but he did not consent to that search, and held his hands between his legs. However, he was compelled to take his hands away and the weapon was found. The court held in substance that evidence of guilt, which a defendant is either directly or indirectly compelled to disclose is not admissible in a criminal prosecution against him. This case was affirmed, however, for the reason that in the court below the defendant did not object to this evidence.

In the case of *Gray v. State* (61 S. E., 848), Georgia, the court held that while evidence which a defendant has been compelled to disclose through the coercion of a search of his person by an officer pending an illegal arrest is not admissible against him, it is no violation of this principle to receive testimony of witnesses that the defendant intentionally or through accident or inadvertence exposed to view a pistol previously concealed while resisting an arrest, legal or illegal, or while such arrest and consequent detention were pending.

In the case of *Jackson v. State* (66 S. E., 982), Georgia, the chief of police without a warrant arrested the defendant on suspicion that he had committed a burglary, and while searching him found a concealed weapon. He was then booked on the charge of carrying concealed weapons. There is no question but that the arrest was illegal. It was not the defendant but the arresting officer who produced the evidence. The disclosure was not voluntary. The case was reversed.

In the case of *Evans v. State* (32 S. E., 658) a policeman arrested the defendant for carrying concealed weapons. The policeman testified, in substance: "I told him to give up that pistol." The defendant said: "What pistol." He was then forced to give it up. The court held this evidence to be inadmissible.

In the case of *Day v. State* (63 Ga., 667) it was held that evidence that a witness forcibly placed defendant's foot in certain tracks near the scene of the burglary, and that they were of the same size, is not admissible. The court held that a defendant can not be compelled to incriminate himself by acts or words. In this case the defendant was taken hold of and carried along and compelled to put his foot in the track. The first time he was told to put his foot in the track he refused; his foot was then taken hold of and put in the track. He did not consent to it. The shoe fitted the track. The evidence was admitted over the objection of the accused on the ground that it was compelling him to furnish evidence against himself, contrary to the constitution of the State. Chief Justice Warner said, in substance: "Nor can one by force compel another, against his consent, to put his foot in a shoe track for the purpose of using it against him on the criminal side of the court, the more especially when the person using such force has no lawful warrant or authority for so doing."

In the case of *Stewart v. State* (58 S. E., 395) it was held that an arrest without a warrant and search of the person of the accused for the purpose of ascertaining whether or not he is violating the law prohibiting the carrying of concealed weapons is unreasonable.

In the case of *Boyd v. United States* (116 U. S., 616) the court said, on page 629, in part, as follows:

"Lastly, it is urged as an argument of utility that such a search is a means of detecting offenders by discovering evidence. I wish some cases had been shown where the law forceth evidence out of the owner's custody by process. There is no process against papers in civil cases. It has been often tried and never prevailed. Nay, where the adversary has by force or fraud got possession of your own proper evidence there is no way to get it back but by action. In the criminal law such a proceeding was never heard of; and yet there are some crimes, such, for instance, as murder, rape, robbery, and housebreaking, to say nothing of forgery and perjury, that are more atrocious than libeling. But our law has provided no paper search in these cases to help forward the conviction. Whether this proceedeth from the gentleness of the law toward criminals, or from a consideration that such a power would be more pernicious to the innocent than useful to the public, I will not say. It is very certain that the law obligeth no man to accuse himself, because the necessary means of compelling self-accusation, falling upon the innocent as well as the guilty, would be both cruel and unjust, and it would seem that search for evidence is disallowed upon the same principle. Then, too, the innocent would be confounded with the guilty."

Again, on page 631, it is said:

"And any compulsory discovery by extorting the party's oath, or compelling the production of his private books and papers, to convict him of crime or to forfeit his property is contrary to the principles of a free Government. It is abhorrent to the instincts of an Englishman; it is abhorrent to the instincts of an American. It may suit the purposes of despotic power, but it can not abide the pure atmosphere of political liberty and personal freedom."

Again on pages 633, 634, and 635 it is said:

"We have already noticed the intimate relation between the two amendments. They throw great light on each other. For the 'unreasonable searches and seizures' condemned in the fourth amendment are almost always made for the purpose of compelling a man to give evidence against himself, which in criminal cases is condemned in the fifth amendment; and compelling a man 'in a criminal case to be a witness against himself,' which is condemned in the fifth amendment, throws light on the question as to what is an unreasonable search and seizure within the meaning of the fourth amendment. And we have been unable to perceive that the seizure of a man's private books and papers to be used in evidence against him is substantially different from compelling him to be a witness against himself. We think it is within the clear intent and meaning of these terms. We are also clearly of the opinion that proceedings instituted for the purpose of declaring the forfeitures of a man's property by reason of offenses committed by him, though they may be civil in form, are in their nature criminal. In this very case, the ground of forfeiture as declared in the twelfth section of the act of 1874, on which the information is based, consists of certain acts of fraud committed against the public revenue

Paragraphs 6 and 10 of Article II of the constitution of the State of Illinois, entitled, "Bill of rights," are as follows:

"6. The right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures shall not be violated; and no warrant shall issue without probable cause, supported by affidavit, particularly describing the place to be searched, and the persons or things to be seized.

"10. No person shall be compelled in any criminal case to give evidence against himself, or be twice put in jeopardy for the same offense."

While we will cite a number of authorities exactly in point, yet we feel that the case that is most conclusive upon principle is that of *Boyd v. United States* (116 U. S., 616). It will be noted in that case that the Supreme Court of the United States held an act of Congress in relation to revenue laws unconstitutional because it authorized the court to compel a defendant to produce evidence of his guilt, because the court said it was a violation of the fourth and fifth amendments of the Constitution of the United States. If an act of Congress would be so held as unconstitutional, then surely an ordinance of the city of Chicago would be unconstitutional as violating the same right; and the court, at page 631, in condemning this law said that such compulsory process "is contrary to the principles of a free government. It is abhorrent to the instincts of an Englishman; it is abhorrent to the instincts of an American. It may suit the purpose of despotic power; but it can not abide the pure atmosphere of political liberty and personal freedom."

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A city policeman saw two men walking down a passageway. The policeman followed them, searched them, and found upon the person of the defendant a revolver. He was taken to the police station and booked on the charge of carrying concealed weapons. He was not drunk, was violating no law, and was walking along leisurely with his companion. The lower court found the defendant guilty of carrying concealed weapons, but case was appealed by the defendant. The supreme court held that where a person not in legal custody is compelled to furnish incriminating evidence against himself the evidence is not admissible.

In the case of *Pickett v. State* (99 Ga., 15; 25 S. E., 609) the court said:

"While an officer may, without a warrant, make an arrest for an offense committed in his presence, he has no authority upon bare suspicion, or upon mere information derived from others, to arrest a citizen and search his person in order to ascertain whether or not he was carrying a concealed weapon in violation of law. * * * Even if the person arrested did in fact have a concealed weapon, the fact not being discoverable without a search, the offense of thus carrying it was not, in legal contemplation, committed in the presence of the officer, and the latter violated a sacred constitutional right of the citizen in assuming to exercise a pretended authority to search his person in order to expose his suspected criminality."

In the case of *Davis v. State* (61 S. E., 404), Georgia, the defendant, Davis, was suspected of having stolen some money. He permitted himself to be searched to see if he had the money, but between his overalls and his pants he had a concealed weapon, but he did not consent to that search, and held his hands between his legs. However, he was compelled to take his hands away and the weapon was found. The court held in substance that evidence of guilt, which a defendant is either directly or indirectly compelled to disclose is not admissible in a criminal prosecution against him. This case was affirmed, however, for the reason that in the court below the defendant did not object to this evidence.

In the case of *Gray v. State* (61 S. E., 848), Georgia, the court held that while evidence which a defendant has been compelled to disclose through the coercion of a search of his person by an officer pending an illegal arrest is not admissible against him, it is no violation of this principle to receive testimony of witnesses that the defendant intentionally or through accident or inadvertence exposed to view a pistol previously concealed while resisting an arrest, legal or illegal, or while such arrest and consequent detention were pending.

In the case of *Jackson v. State* (66 S. E., 982), Georgia, the chief of police without a warrant arrested the defendant on suspicion that he had committed a burglary, and while searching him found a concealed weapon. He was then booked on the charge of carrying concealed weapons. There is no question but that the arrest was illegal. It was not the defendant but the arresting officer who produced the evidence. The disclosure was not voluntary. The case was reversed.

the distinction between this case and the one this Court now has under consideration. In the Chastang case the officer had a warrant for the defendant.

While I have not been able to give this case as much attention as I would like to, I respectfully submit that the weight of authority, backed by these opinions of the Supreme Court of the United States, reported in the One hundred and sixteenth United States, sustains the contention of these defendants.

Respectfully submitted,

J. E. DENNAN,
Attorney for Defendants.

DECEMBER 23, 1911.

(A pamphlet entitled "The Facts About the Shopmen's Strike," published in Chicago, Oct. 12, 1911, by the Illinois Central Railroad Co., and prepared by W. L. Park, vice president and general manager, was submitted in printed form.)

(A copy of Progress-Federation, published monthly by W. W. Lackey, under the auspices of the Federation of Railway Employees, date Chicago, Burnside Station, June 1, 1913, was submitted in printed form.)

(Three sheets of stenographic notes were submitted by witness.)

FARMERS' NATIONAL LIFE INSURANCE CO. OF AMERICA,
Chicago, May 8, 1913.

HON. FRANK COMERFORD,
Press Club, Chicago, Ill.

DEAR MR. COMERFORD: If you will write to Mr. A. N. Steinhart, secretary Farmer's Grain Dealers' Association of Illinois, Bloomington, Ill., he will tell you of the trouble that farmers have had to get cars over the Illinois Central Railroad. I am certain that he can give you more of the information that you want than anyone else in Illinois.

There is also an association of farmers that ship live stock to Chicago, but their territory is in the west central part of the State, and I doubt if any of them wishes to use the Illinois Central. Further, I do not know the name of the association or the names of its officers. Possibly Mr. Steinhart can give you this information also.

With hearty good wishes,

Respectfully yours,

JOHN M. STAHL

MAY 8, 1913.

MR. A. N. STEINHART,
Secretary Farmers' Grain Dealers' Association of Illinois, Bloomington, Ill.

MY DEAR SIR: I am taking the liberty to write to you with the consent of our mutual friend, Mr. John M. Stahl. I am seeking information concerning the trouble and expense the farmers of Illinois have been put to during the past year because of the Illinois Central Railroad Co.'s lack of cars, etc. I want general and specific information to present to the Legislature of the State of Illinois.

I am anxious to get this information by Tuesday of next week, which is May 13. Am advised that there is an association for farmers that ship live stock to Chicago who live in the west central part of the State, and that these men have had great trouble with the Illinois Central. I have in hand information from the coal interests of the State and am sending for information from the manufacturing interests of the State. I want to supplement this with information showing that the farmers and handlers of live stock have been handicapped—put to expense and trouble by the Illinois Central Railroad Co.

If you wish, I shall keep the source of my information confidential.

Thanking you in advance for the courtesy of an early reply, I am, sir,

Yours, very truly,

P. S.—If you know the name and address of the executive officers of the farmers' association referred to above, I shall appreciate receiving it.

10000 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

THE FARMERS' GRAIN DEALERS' ASSOCIATION,
OFFICE OF THE SECRETARY,
Bloomington, Ill., May 12, 1913.

COMERFORD & COHEN, Chicago, Ill.

GENTLEMEN: Referring to your favor of the 8th instant relative to losses to shippers on account of delay in the furnishing of equipment on the Illinois Central Railroad.

We have more elevators located on the lines of the Illinois Central Railroad than on any other railway in the State, and I do not know of a single station that did not lose money account of inability of that line to furnish cars when needed, and especially heavy loss occurred at most points in handling the last end of the old corn crop when we had a declining market, and sales had to be canceled and put out each time at a much lower figure. Many stations at this time lost up in the thousand figures, and I think practically all of them came through the year with a good deficit instead of a profit.

We had serious complaint of car shortage on that line only last week.

Yours, very truly,

A. N. STEINHART, Secretary.

[Local Union No. 80, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor, secretary's address, 1655 Claremont Avenue, Chicago.]

MAY 10, 1913.

HONORABLE SIR: The following resolution was unanimously passed at a meeting on May 10, 1913, and ordered mailed to each one of our representatives in the Chicago district:

Whereas the Illinois Central Railway operates under a special charter from the State of Illinois, the said State sharing in the gross receipts of the Illinois Central Railway, the governor being a director therein, and is therefore a partner of this corporation; and

Whereas the Illinois Central Railway refused to treat with us as a system federation of union labor and have let this road equipment deteriorate to the danger of human life, thus placing this State of Illinois in opposition to organized labor and the safety of its citizens: It is therefore

Resolved, That our 257 members demand the passage of house bill No. 60 as presented by Representative Stedman and by our representative before your honorable committee.

Yours, truly,

[SEAL] INTERNATIONAL BROTHERHOOD OF BLACKSMITHS AND HELPERS,
J. E. LARSON, President,
PAUL C. KOPNISKE, Secretary Local No. 81.

[Garden City Branch No. 11, National Association of Letter Carriers, office of recording secretary.]

CHICAGO, May 11, 1913.

Mr. I. J. CUNDIFF,
6029 Madison Avenue, Chicago.

DEAR SIR: At a meeting of Garden City Branch, No. 11, National Association of Letter Carriers, held on the above date, the following resolution was adopted:

"Resolved, That Garden City Branch, No. 11, National Association of Letter Carriers, consisting of 2500 members, hereby indorses the joint resolution pending in the Illinois Legislature to investigate the Illinois Central Railroad Co."

Fraternally, yours,

[SEAL]

JAS. W. MURRAY,
Secretary Branch No. 11, N. A. L. C.

[Local Union No. 321, United Mine Workers of America.]

SPRINGFIELD, ILL., May 8, 1913.

I. J. CUNDIFF, Chicago, Ill.

DEAR SIR AND BROTHER: Yours to hand, concerning joint resolution pending in the legislature regarding investigation of Illinois Central Railroad.

You ask that I send a letter to the "undersigned" to have this resolution passed. Whom do you mean by the undersigned? Is it the governor or yourself and president? I think it means the latter. Am I right? If so, I will do as you ask. Let me know at once.

I received some petition blanks asking for the support of the legislators to the resolution for investigation of I. C. R. R.

I got them filled and sent them on to the representative from this district and inclosed letter will show you the result.

I will do all in my power to assist you in your troubles, as I am very interested in your strike. You say that they refuse to treat with you as a federation. Stick to your "federation strike" until you win, but I hope the next time you may have occasion to strike it will be as "one big union." That is the only hope for workers to win their strikes. I do not believe in one craft going in and scabbing on the other, and (so-called) union engine drivers pulling trainloads of scabs into shops where there is a strike. In these cases unionism becomes a farce. Let us try and get them all into one union, and then we will not scab on each other, but will pull together and strike together and win.

With best wishes for success in your investigation and strike, I am,

Yours, for the one big union,

JOE MULHOLLAND,

1112 North Thirteenth Street, Springfield, Ill.

CHICAGO, ILL., May 5, 1913.

DEAR SIR AND BROTHER: A joint resolution is pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co. A hearing is to be had on this resolution on or about May 14. Organized labor all over Illinois is asked to help in the passage of this resolution. The Chicago Federation of Labor unanimously indorse this resolution.

Will you send the undersigned a letter with the seal of your local, stating in substance that your local, composed of 2,500 members, unanimously asks the passage of this resolution. Please do this at once, as we desire to present these letters as a petition on or before the 12th day of May, 1913.

As you know the following organizations have been on a strike since September 30, 1911: International Association of Machinists, International Brotherhood of Blacksmiths and Helpers, International Brotherhood of Boiler Makers and Helpers, Railway Carmen of America, Amalgamated Sheet Metal Workers, International Brotherhood of Painters, Order of Railway Clerks, and Federal Labor Union.

The Illinois Central refuses to treat with us as a system federation. The Illinois Central operates under a special charter from the State of Illinois. Under the terms of this charter the governor of Illinois is a director of the Illinois Central, and the State shares in the earnings of the company. The importance of this is that the State of Illinois, a partner with the Illinois Central, is put in a position of being opposed to the right of labor to organize, and this is vital to every member of organized labor.

Make your letter strong in its indorsement, and send it at once under the seal of your organization, and in this way contribute your share toward this fight, which, although it involves directly the men at present on strike, at the same time is of vital importance to the very existence of organized labor.

Fraternally, yours,

[SEAL.]

P. J. JENSEN,

President.

I. J. CUNDIFF,

Secretary, 6029 Madison Avenue, Chicago, Ill.

Indorsed by F. U. No. 141 of the U. B. of C. & J. of A., May 6, 1913.

[SEAL.]

MARK D. TAYLOR,

Recording Secretary, 6636 Sangamon Street.

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10002 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[Local Union No. 43, United Mine Workers of America.]

SPRING VALLEY, ILL., May 8, 1913.

DEAR SIR AND BROTHERS: At a meeting held by Local Union No. 43, U. M. W. of A., with a membership of 640, voted unanimously for an investigation of the Illinois Central Railroad Co.

PETER MATTIODA, *Financial Secretary.*
JAMES CHIAVENTONE, *President.*
VICTOR THEODORE, *Recording Secretary.*

[Headquarters Progressive Lodge No. 440, International Association of Machinists.]

ROCKFORD, ILL., May 8, 1913.

I. J. CUNDIFF.

DEAR SIR AND BROTHER: At the last regular meeting of our lodge, which is composed of 120 members, the members were advised that there is at the present time a joint resolution pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co., and on a vote of the members this lodge unanimously asks the passage of this resolution.

[SEAL.]

GEO. CHRISTIANSEN, *Recording Secretary.*

[Secretary's office and headquarters Cigar Makers' Union, No. 14, 211 W. Madison Street, second floor. N. F. Lentz, financial and corresponding secretary.]

CHICAGO, May 9, 1913.

I. J. CUNDIFF.

6029 Madison Avenue, Chicago, Ill.

DEAR SIR: We beg to call your attention to the resolution or bill to be presented at this term of the State legislature, asking for an investigation of the Illinois Central Railroad Co.'s motive power and car equipment. The said railroad company is chartered under the laws of the State of Illinois as a common carrier, with provisions covering the welfare and safety of the traveling public and the commercial interests of the State. To prove to you that the said company is not complying with its charter rights we refer you to the numerous wrecks on their lines, extending from Omaha, Nebr., to New Orleans, La., but especially do we call your attention to the wrecks in our own State, namely, Kimundy, Farmer City, Van Buren Street (Chicago), and the Daylight Special at Melvin, and others.

Investigation proved that all these wrecks were caused by defective equipment. Continuous complaint of the mine operators of car shortage, as well as the complaint of shippers along the line, also proves conclusively that the Illinois Central management is giving but little concern to the welfare of those whom it is their duty to serve.

Therefore, we, the organized Cigar Makers' Local No. 14, of Chicago, numbering 1,600 members, earnestly request that you, as our representative, do what you can to have this measure passed.

Yours, sincerely,

[SEAL.]

J. A. KAIN, *Label Secretary.*

[Local Union No. 159, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, 723 North Ninth Street.]

EAST ST. LOUIS, ILL., May 8, 1913.

Mr. I. J. CUNDIFF,

DEAR SIR AND BROTHER: Being aware of the fact that a joint resolution is pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co., will state this local entertained that subject at its last regular meeting, and with its 65 members we unanimously ask the passage of that resolution, not only for our own benefit but for the public. There is an end to all things, and we believe and know that there should be an investigation made of this company's business and the facts made known to

the public, and such business against public welfare be stopped. Trusting that you will use your influence for the passage of this resolution, we will use ours at this end, and remain,

Yours,

[SEAL.]

WM. PORTER, *Secretary.*

[Local Union No. 461, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, Rock Island, Ill.]

MAY 8, 1913.

Mr. I. J. CUNDIFF.

Received letter and will answer it at once. We have 125 members in good standing in our local that wish the passage of this resolution against the Illinois Central on May 14, 1913.

With best wishes, fraternally yours,

[SEAL.]

MOLINE LOCAL No. 461, I. B. of B. & H.,
C. E. LONG,

Recording Secretary, 2936 Thirteenth Avenue, Rock Island, Ill.

[Packing House Teamsters and Chauffeurs, Local Union No. 710, I. B. of T., C., S. and H. of A., 4201 South Halsted Street, Room 10, Geo. F. Golden, secretary-treasurer and business agent.]

CHICAGO, May 9, 1913.

Mr. P. J. JENSEN and I. J. CUNDIFF.

DEAR SIRS AND BROTHERS: We, the above-named organization, request and demand of the legislature that they pass your resolution in regards to an investigation of the Illinois Central Railroad Co. Our organization consists of 700 teamsters and chauffeurs and they hope to see the resolution pass and your request granted. Hoping for the best and with best wishes and kindest regards,

We remain, very truly, yours,

[SEAL.] PACKING HOUSE TEAMSTERS & CHAUFFEURS' UNION, Local No. 710.

By GEO. F. GOLDEN, *Secretary and Treasurer.*

[Office of the secretary Local Union No. 1893, United Mine Workers of America.]

WITT, ILL., May 9, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR AND BROTHER: Our local with a membership of 550 members unanimously ask the passage of the resolution pending before the Illinois Legislature for an investigation of the Illinois Central Railroad Co. on or about May 14.

[SEAL.]

CALEB MARFELL,
Recording Secretary.

[United Mine Workers of America, Local 732, Chas. Scott, president; N. Engleke, vice president; Eugene Doe, financial secretary; George Burchell, recording secretary.]

PEORIA, ILL., May 9, 1913.

I. J. CUNDIFF.

DEAR SIR AND BROTHER: At a recent meeting of Local Union No. 732, U. M. W. A., correspondence was read with reference to the great number of wrecks which has and are still happening on the I. C. R. R. Action was taken on same and a motion condemning the system for their lack of foresight in not properly safeguarding the various things which tend toward the safety of traveling. I understand there is a joint resolution to go before the house at an early date asking for an investigation. Speaking on behalf of 250 members of my local I do strongly urge that if any way can be made to make this investigation a possibility, I would strongly urge you to do it, as it is a crying shame the way traveling people are being killed and maimed for life continually on this system.

Fraternally, yours,

[SEAL.]

GEORGE BURCHELL,
Sec'y L. U. 732, U. M. W. A.

10002 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[Local Union No. 43, United Mine Workers of America.]

SPRING VALLEY, ILL., May 8, 1913.

DEAR SIR AND BROTHERS: At a meeting held by Local Union No. 43, U. M. W. of A., with a membership of 640, voted unanimously for an investigation of the Illinois Central Railroad Co.

PETER MATTIODA, *Financial Secretary.*
JAMES CHIAVENTONE, *President.*
VICTOR THEODORE, *Recording Secretary.*

[Headquarters Progressive Lodge No. 440, International Association of Machinists.]

ROCKFORD, ILL., May 8, 1913.

I. J. CUNDIFF.

DEAR SIR AND BROTHER: At the last regular meeting of our lodge, which is composed of 120 members, the members were advised that there is at the present time a joint resolution pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co., and on a vote of the members this lodge unanimously asks the passage of this resolution.

[SEAL.]

GEO. CHRISTIANSEN, *Recording Secretary.*

[Secretary's office and headquarters Cigar Makers' Union, No. 14, 211 W. Madison Street, second floor. N. F. Lentz, financial and corresponding secretary.]

CHICAGO, May 9, 1913.

I. J. CUNDIFF.

6029 Madison Avenue, Chicago, Ill.

DEAR SIR: We beg to call your attention to the resolution or bill to be presented at this term of the State legislature, asking for an investigation of the Illinois Central Railroad Co.'s motive power and car equipment. The said railroad company is chartered under the laws of the State of Illinois as a common carrier, with provisions covering the welfare and safety of the traveling public and the commercial interests of the State. To prove to you that the said company is not complying with its charter rights we refer you to the numerous wrecks on their lines, extending from Omaha, Nebr., to New Orleans, La., but especially do we call your attention to the wrecks in our own State, namely, Kimundy, Farmer City, Van Buren Street (Chicago), and the Daylight Special at Melvin, and others.

Investigation proved that all these wrecks were caused by defective equipment. Continuous complaint of the mine operators of car shortage, as well as the complaint of shippers along the line, also proves conclusively that the Illinois Central management is giving but little concern to the welfare of those whom it is their duty to serve.

Therefore, we, the organized Cigar Makers' Local No. 14, of Chicago, numbering 1,600 members, earnestly request that you, as our representative, do what you can to have this measure passed.

Yours, sincerely,

[SEAL.]

J. A. KAIN, *Label Secretary.*

[Local Union No. 159, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, 723 North Ninth Street.]

EAST ST. LOUIS, ILL., May 8, 1913.

Mr. I. J. CUNDIFF,

DEAR SIR AND BROTHER: Being aware of the fact that a joint resolution is pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co., will state this local entertained that subject at its last regular meeting, and with its 65 members we unanimously ask the passage of that resolution, not only for our own benefit but for the public. There is an end to all things, and we believe and know that there should be an investigation made of this company's business and the facts made known to

Railroad Co. Therefore we most earnestly appeal to our State representative and insist that said bill be passed as presented.

Yours, fraternally,

[SEAL.]

CHAS. WALKER,
President.

N. BELGERM,
Recording Secretary, 326, I. B. B. H.

LOCAL UNION No. 1112,
Carriers Mills, Ill., May 9, 1913.

DEAR SIR AND BROTHER: The resolution pending before our State legislators calling for an investigation of the Illinois Central Railroad Co. we, the undersigned members of Local Union No. 1112, of 200 members, do insist and kindly ask our legislators to give this resolution preference; push it through without fail.

Very truly, yours,

[SEAL.]

Z. T. PORTER, *Secretary.*

[Local Union No. 14, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, William Zickgraf, 1131 North Franklin Street.]

CHICAGO, ILL., May 8, 1913.

MR. I. J. CUNDIFF, 5029 Madison Avenue.

DEAR SIR AND BROTHER: At the meeting of Vulcan Local Union No. 14, I. B. of B. & H., held Saturday, May 3, 90 members being in attendance, the following motion was unanimously adopted:

"Resolved, That we, the members of Local No. 14, do hereby petition the Illinois Legislature to adopt a joint resolution calling for an investigation of the Illinois Central Railroad Co.

"Resolved, That we, the members of Local No. 14, pledge ourselves to write to our respective representatives urging and requesting them to vote for the adoption of the joint resolution for an investigation of the Illinois Central Railroad Co.

"Resolved, That as the State is a partner of the Illinois Central it becomes the duty of our State to investigate the affairs of the Illinois Central without fear and favor."

Approved by a rising vote of 90 members.

[SEAL.]

WM. ZICKGRAFF, *Secretary.*

[Local Union No. 122, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, 4162 Princeton Avenue.]

MAY 8, 1913.

MR. J. CUNDIFF, *Secretary.*

DEAR SIR AND BROTHER: We, the members of Local No. 122, of Chicago, Ill., numbering 75, in good standing for a period of six months, heartily indorse the action taken in bringing before the legislative body of this State to bring about some way an amicable settlement in regards to conditions that exist on the Illinois Central system. Hoping success will crown our efforts, we remain,

Sincerely, yours,

[SEAL.]

M. SCHMITT, *President.*

P. W. MOELLER, *Recording Secretary.*

[Local Union No. 239, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, 1211 Ogden Boulevard, Chicago, Ill.]

MAY 7, 1913.

MR. I. J. CUNDIFF, 6029 Madison Avenue, Chicago, Ill.

DEAR SIR AND BROTHER: Bloom Local No. 239, composed of 80 members, unanimously asks the passage of joint resolution now pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co.

10006 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

Please advise representative for our district, Mr. J. J. O'Rourke, that we earnestly urge him to vote for said resolution. If he fails to do so, we will certainly remember that he failed us.

Yours, fraternally, in behalf of Bloom Local No. 239.

[SEAL.]

CHAS. SEAHOLM, *Secretary.*

[Local Union No. 206, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, Chicago, Ill.]

MAY 8, 1913.

TO THE MEMBERS OF THE ILLINOIS STATE LEGISLATURE.

GENTLEMEN: This is to certify that the resolution to investigate the Illinois Central Railroad Co. has been unanimously adopted by Grand Crossing Union No. 206, I. B. of B. & H., 50 members, and we think, as the State has an interest in the company and our governor is one of the directors, that the legislature should do something to settle the I. C. strike.

[SEAL.]

J. L. EDWARDS,
President.
J. R. BURENS,
Secretary.

[Local Union No. 323, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, 5233 May Street.]

CHICAGO, ILL., May 7, 1913.

I. J. CUNDIFF.

DEAR SIR AND BROTHER: At a special meeting of Walsh Local No. 323, I. B. of B. & H., on May 7, 1913, unanimously asks the passage of a joint resolution pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co., as we believe it is necessary, both for the protection of the patrons of the railroad and even for the future of the railroad itself, which, according to reliable authority, seems bent on ruining itself, simply to display its arrogant pride and selfishness. Walsh local is composed of 50 members in good standing of the I. B. of B. & H.

Fraternally, yours,

[SEAL.]

TIM. CALLANAN, *Secretary.*

[Local Union No. 113, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, Herman Hecht, 34 Schultz Street.]

DANVILLE, ILL., May 7, 1913.

MR. I. J. CUNDIFF.

DEAR SIR: Frisco Local 113, I. B. of B. & H., composed of 110 members, unanimously indorsed the following resolution:

"Whereas owing to the rolling stock of the Illinois Central Railroad, its numerous wrecks and accidents, due to defective equipment, has caused a shortage of cars and delays in train service, upon which the public must depend: Therefore be it

"Resolved, That we unanimously indorse and recommend the passage of the joint resolution now pending before the Illinois State Legislature calling for an investigation of the Illinois Central Railroad Co.

[SEAL.]

J. B. WILSON,
President.
HERMAN HECHT,
Secretary.

618 HARRISON STREET, CHICAGO, May 8, 1913.

MR. I. J. CUNDIFF, *Secretary.*

DEAR SIR AND BROTHER: Local Lodge 376, B. R. C. of A., composed of 12 members, unanimously ask for the passage of the resolution pending an investigation of the Illinois Central Railroad Co. now before the Illinois Legislature.

Yours, fraternally,

[SEAL.]

WM. HODGINS,
President.
A. FREDERICKSON,
Secretary.

[Red Hammer Lodge No. 507, Brotherhood Railway Carmen of America. Alfred L. Miller, recording secretary, 1306 West Locust Street.]

BLOOMINGTON, ILL., May 7, 1913.

Mr. P. J. JENSEN,

*President Local Federation of Railway Employees,
I. C. System and Allied Lines.*

DEAR SIR AND BROTHER: Local B. R. C. of A., No. 507, heartily indorse the action taken by the Federation of Railway Employees in regard to an investigation of the Illinois Central Railroad. Our local consists of 50 members, and we all earnestly desire that you do all you can toward bringing about a satisfactory investigation of the Illinois Central Railroad, which is a common carrier under the laws of the State of Illinois.

With the best of success.

[SEAL.]

D. H. JONES,

President.

A. L. MILLER,

Recording Secretary.

[Denserside Lodge No. 406, Brotherhood Railway Carmen of America.]

EAST ST. LOUIS, ILL., May 9, 1913.

President, 6029 Madison Avenue, Chicago, Ill.

DEAR SIR: Denserside Lodge, 406, B. R. C. of A., consisting of 50 members, heartily indorse the resolution before the Illinois Legislature to investigate the condition of the Illinois Central Railway.

This is certainly a matter of safety in behalf of the traveling public and train crews of this company.

Yours, truly,

[SEAL.]

TROY MORGAN,

Secretary, 132 North Fourth Street,

East St. Louis, Ill.

[Grand Crossing Lodge No. 265, International Association of Machinists, Odd Fellows' Hall, northeast corner Seventy-fifth Street and Ellis Avenue.]

CHICAGO, May 7, 1913.

At the regular meeting of Grand Crossing Lodge, No. 265, held May 7, 1913, the following resolutions were presented and unanimously adopted:

"Whereas there is pending before the House of Representatives of the State of Illinois house resolution No. 60, asking for an investigation of the Illinois Central Railroad Co., its assets, liabilities, and the numerous wrecks that have occurred since the strike of the shopmen September 30, 1911; and

"Whereas the State of Illinois (by virtue of the special charter granted the Illinois Central Railroad Co.) is a partner in this railroad and vitally interested in the financial transactions, and should be as equally interested in the shopmen, who are citizens and property owners of the State of Illinois; and

"Whereas this strike was caused and has been prolonged by the arbitrary stand of the Illinois Central Railroad Co. denying their employees the right to federate and assert themselves as free, liberty-loving people, according to their constitutional rights granted to them by the State of Illinois and the United States of America: Therefore be it

"Resolved, That we, as citizens of the State of Illinois, demand of the representatives of the State of Illinois favorable consideration of house resolution No. 60; that we request those that have promised to support said resolution No. 60 to demand on the floor of the House a roll-call vote for the information of the voters who sent them there: And be it further

"Resolved, That these resolutions be signed by the president and secretary of this local, representing 400 members, with the official seal of this organization attached, and a copy sent to each and every representative."

[SEAL.]

SAM WILSON,

President.

R. J. WEBER,

Recording Secretary.

10008 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[Local Union No. 453, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor.]

CENTRALIA, ILL., May 10, 1913.

Mr. I. J. CUNDIFF, Chicago, Ill.

DEAR SIR AND BROTHER: We understand that a joint resolution is pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co., on which a hearing is to be had about May 14. The Centralia Local, No. 453, of the International Brotherhood of Blacksmiths and Helpers, composed of 26 members, is strongly in favor of this resolution and the members are unanimously asking the passage of the same. We feel that such an investigation will be of interest and advantage not only to organized labor, but to all the people of the State in general. Each member of the legislature by his position in regard to this resolution will have an opportunity of showing what his stand is toward labor organizations, as also his general interest in the welfare of the State.

We trust that all possible will be done toward urging the passage of the resolution.

Fraternally, yours,

[SEAL.]

ED McMILLAN, *President*.
J. H. LITTLE, *Secretary*.

[Local Union No. 325, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, 1100 South Kedzie Avenue.]

CHICAGO, May 10, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR AND BROTHER: At our meeting May 10 your letter regarding a resolution to investigate the Illinois Central Railroad Co. and its operating methods was read and discussed at length.

This local union has 96 members in good standing—95 per cent of whom were present, and by a unanimous vote of this local union we expressed our desire that the Illinois Central Railroad should be investigated by our State legislature in the interest not only of union labor, but especially of the traveling public, and also of those engaged in industries which require the transportation of their wares or commerce.

Fraternally, yours,

[SEAL.]

DENNIS SHEA,
1100 South Kedzie Avenue, City.

[Joint protective board Brotherhood Railway Carmen of America, affiliated with the American Federation of Labor.]

MAY 10, 1913.

To the ILLINOIS STATE LEGISLATURE.

HON. GENTLEMEN: Dauphin Park Lodge No. 467, with a membership of 400, at a special meeting assembled on the 7th day of May, 1913, requests the passage of house bill No. 60.

[SEAL.]

JOSEPH J. THOMAS,
President.
FRANTZ A. JOHNSON,
Recording and Financial Secretary.

[Tool and Die-makers' Lodge, No. 610, International Association of Machinists.]

CHICAGO, ILL., May 10, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR AND BROTHER: I take great pleasure in writing you that Tool and Die-makers' Local, No. 510, composed of 250 members, heartily indorse this joint resolution now pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad, and unanimously request its passage;

believing thereby that the citizens of this city may learn the true state of affairs as they now exist, and that they may reap some benefits from such action.

Fraternally, yours,

[SEAL.]

CLARENCE CATE,
Recording Secretary.

[Local Union No. 784, United Mine Workers of America.]

MARISSA, ILL., May 10, 1913.

Mr. I. J. CUNDIFF, *Chicago, Ill.*

DEAR SIR AND BROTHER: This local union, with a membership of 400, has unanimously indorsed the proposition as presented in a joint resolution which is pending before the Illinois Legislature, asking for an investigation of the equipment and condition of the Illinois Central Railroad.

We believe that in the interest of public safety, and the inability of said road to properly serve the business and commercial interest of its patrons, should be evidence enough to warrant the legislature in making this investigation. No other class of business, I believe, has felt that something should be done in this matter more keenly than those interested in coal mining, especially when having to depend entirely on this road.

With best wishes for the success of this just and reasonable demand, I am,
Yours, very truly,

[SEAL.]

AL. ISGRIGG, *Secretary No. 784.*

[Garfield Park Lodge, No. 478, International Association of Machinists, office of recording secretary.]

CHICAGO, ILL., May 10, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR AND BROTHER: Your communication of May 5, 1913, in regard to the resolution now pending before the Illinois Legislature calling for an investigation of the Illinois Central Railway was read at the regular meeting of Garfield Park Lodge, No. 478, I. A. of M., which was held last night.

This local, with a membership of 510, urgently asks the passage of the aforesaid resolution, and calls upon all citizens of the State of Illinois to render all assistance possible to attain this end.

Any information regarding this matter will be most acceptable.

Yours, fraternally,

[SEAL.]

F. E. AREL,
Recording Secretary, No. 478, I. A. of M.,
945 N. Ridgeway Ave., Chicago, Ill.

[Gleichheit Lodge, No. 366, International Association of Machinists, Kraetsch's Hall, Sixty-third and Center Avenue.]

CHICAGO, ILL., May 11, 1913.

Mr. I. J. CUNDIFF.

Secretary Federation of Railway Employees.

DEAR SIR AND BROTHER: At a recent meeting of Gleichheit Lodge, the resolution now pending before the Illinois Legislature, calling for an investigation of the Illinois Central Railroad Co. was introduced and given thorough and careful consideration.

Believing that the proposed investigation would disclose conditions which do not tend toward the best interests of the people of this State, and also believing that the State should take steps to correct the existing conditions, Gleichheit Lodge, composed of 150 members, unanimously indorses and asks the passage of the pending resolutions.

With best wishes, I am,

Fraternally, yours,

[SEAL.]

FRED H. VOELKER, *Secretary 366.*

10010 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[Local Union No. 306, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, R. P. Nauman, 2270 Blue Island Avenue.]

CHICAGO, ———, 1913.

To the honorable Illinois Legislature.

DEAR SIR: At a regular meeting of Bolt and Nut Workers Local 806, I. B. of B. & H., it was regularly moved and seconded that we unanimously indorse the joint resolution before the Illinois Legislature looking into the Illinois Central affair. Our membership of 47 in good standing do urge that your honorable body do everything in their power to bring about some solution that will be satisfactory to all concerned.

With best wishes, I remain, fraternally, yours,

[SEAL.]

R. P. NAUMAN,

Recording Secretary, 2270 Blue Island Avenue.

[German Local Union No. 275, Brotherhood of Painters, Decorators, and Paper Hangers of America. Julius Lichtenstein, recording secretary, 1541 Wells Street.]

CHICAGO, May 11, 1913.

Mr. I. J. CUNDIFF, 6029 Madison Avenue.

DEAR SIR AND BROTHER: Acting upon your suggestion not to wait till next meeting, I herewith send inclosed the indorsement of that resolution.

Hoping this will be satisfactory,

I am, fraternally yours,

JULIUS LICHTENSTEIN.

CHICAGO, May 10, 1913.

TO THE ILLINOIS LEGISLATURE,
Springfield, Ill.

At a mass meeting of this local, with a membership of 865 out of 1,013 present, held on Tuesday, May 6, its was unanimously passed to indorse the resolution, now pending before your honorable body, calling for an investigation of the Illinois Central Railroad Co., and I was instructed to notify your honorable body of this indorsement; and we urge you in the name of organized labor to make this a thorough investigation.

Trusting that your honorable body will recognize this appeal of organized labor and also in the name of justice and fairness.

I beg to remain, yours truly,

[SEAL.]

JULIUS LICHTENSTEIN,

Recording Secretary.

PEORIA, ILL., May 10, 1913.

Mr. I. J. CUNDIFF, Chicago, Ill.

DEAR SIR: This Local Union No. 734, United Mine Workers of America, composed of 340 members, unanimously ask the passage of the resolution pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co.

Yours, respectfully,

[SEAL.]

LEONARD LEWIS,
Secretary Local No. 734.

[Local Union No. 2651, United Mine Workers of America.]

CRAIG, ILL., May 10, 1913.

DEAR SIR AND BROTHER: In regards to investigation we would like to help you out in every shape and form, but we are out of work here at the present time; we have been out of work for one month. Our local is composed of 50 members; we unanimously ask for the passage of this resolution.

[SEAL.]

T. R. LAWSON,

President.

FRED GERMER,

Recording Secretary.

ROBERT OGILVIE,

Financial Secretary.

HARRIMAN RAILROAD SYSTEM STRIKE.

10011

[Surprise Lodge No. 297, Brotherhood Railway Carmen of America.]

MAY 10, 1913.

DEAR SIR AND BROTHER: The Surprise Lodge, No. 297, of Chicago, urges and requests that the Illinois Legislature take action on this resolution. We have a membership of 90 members and we urge the passage of this resolution.

Fraternally, yours,

[SEAL.]

ALBERT F. BERNDT,

Recording Secretary, 5006 Princeton Avenue, Chicago, Ill.

[Local Union No. 124, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor. Secretary's address, 1816 South Eighth Street.]

SPRINGFIELD, ILL., May 9, 1913.

Mr. I. J. CUNDIFF,

6029 Madison Avenue, Chicago, Ill.

DEAR SIR AND BROTHER: This local is composed of 50 members, who unanimously ask the passage of the resolution now pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co.

Fraternally, yours,

[SEAL.]

H. S. WHEAL, *Secretary.*

[Local Union No. 986, United Mine Workers of America.]

HERRIN, ILL., May 10, 1913.

Mr. I. J. CUNDIFF,

6029 Madison Avenue, Chicago.

DEAR SIR AND BROTHER: We, the members of Local Union 986, comprising about 200 members, do hereby demand of our State representatives and senators that they use their influence and vote for the joint resolution pending before those bodies calling for an investigation of the Illinois Central Railroad Co. Failure on the part of our representatives and senator from this district to do this, they will be held responsible by the laboring classes in this district.

Yours, respectfully,

E. R. MYERS,

President.

[SEAL.]

JACK L. MCKAY,

Recording Secretary Local Union 986, Herrin, Ill.

[Union No. 252, Brotherhood of Painters, Decorators, and Paperhangers of America. Address of writer, 614 Pope Street, Rockford, Ill.]

ROCKFORD, ILL., May 10, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR AND BROTHER: At a meeting held by Local Union No. 252, P. D. & P. of A., of Rockford, Ill., a local composed of 140 members, unanimously demand the passage of a resolution now pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co.

Hoping you will give this matter your closest attention, I remain,

Fraternally, yours,

[SEAL.]

FRED J. HENDRICKSON,

Recording Secretary.

[Local Union No. 180, of Oak Park, Ill., Rohde's Hall, 3800 West Madison Street, Chicago.]

OAK PARK, ILL., May 10, 1913.

Mr. I. J. CUNDIFF,

6029 Madison Avenue, Chicago, Ill.

DEAR SIR AND BROTHER: Relative to joint resolution now pending in the legislature, will say that this local union, consisting of 648 members, all citizens of this State, have indorsed said resolution and are very much in favor of an

10012 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

Investigation of the Illinois Central Railroad Co., as the past year has shown that numerous accidents have occurred on that road, that were not only avoidable, but some of them can truly be termed criminal, as most of them were due to equipment not in running shape, and also as has been shown that there is practically no inspection of equipment as specified by law, and consequently no repairs to it which were necessary.

Hoping that the resolution before the legislature will be passed and things remedied.

I am, yours, fraternally,
[SEAL.]

H. A. SOMMER,
Recording Secretary.

[Local Union No. 470, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor.]

CHICAGO, ILL., May 12, 1913.

Mr. I. J. CUNDIFF,

DEAR SIR AND BROTHER: Being aware that there is a disagreement on wages between the Illinois Central Railroad Co. and its employees, and that they have been on a strike since September 30, 1911, and as the cost of living, rents, etc., have increased very much, our local, composed of 40 members, voted unanimously to ask the passage of a joint resolution now pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co. The Illinois Central Railroad Co. operates under a special charter from the State of Illinois. Under the terms of this charter the governor is a director and the State shares in the profits. Therefore we heartily indorse the passage of this resolution.

Fraternally, yours,
[SEAL.]

M. E. WHOLIHAN,
Secretary, 1421 Jackson Boulevard, Chicago, Ill.

[Liberty Lodge, No. 229, International Association of Machinists. Residence, 2047 Warsaw Avenue.]

CHICAGO, ILL., May 19, 1913.

Mr. I. J. CUNDIFF,

Recording Secretary Local Federation of Railroad Employees.

DEAR SIR AND BROTHER: At our meeting of May 8, Liberty Lodge No. 229, I. A. of M., composed of 290 members, unanimously indorsed the joint resolution pending before the Illinois State Legislature calling for an investigation of the Illinois Central Railroad.

We earnestly beg the Illinois Legislature to go into this matter thoroughly, to see if there is not something radically wrong with their system, and if there should be, devise ways and means of rectifying that wrong.

Fraternally, yours,
[SEAL.]

J. RICKERT,
Recording Secretary.

[Subordinate Lodge No. 180, International Brotherhood of Boiler Makers and Iron Ship Builders and Helpers of America. Address of writer, 419 Lucy Avenue.]

MEMPHIS, TENN., May 13, 1913.

Mr. P. J. JENSEN,

President System Federation.

DEAR SIR AND BROTHER: Bluff City Lodge No. 180, Brotherhood of Boiler-makers, composed of 45 members in good standing, unanimously asks and indorses the passage of the resolution before the Illinois Legislature calling for an investigation of Illinois Central Railroad Co. And we wish to go on record as condemning the State as a partner in being opposed to the right of labor to organize.

Wishing you every success in the undertaking, we are,
Fraternally, yours,

W. T. FUNSTON,
President.

[SEAL.]

CHAS. A. STEWART,
Corresponding Secretary and Financial Secretary.

[Local Union No. 1910, United Mine Workers of America.]

HARRISBURG, ILL., May 17, 1913.

I. J. CUNDIFF.

Secretary Illinois Central System Federation, Chicago, Ill.

DEAR SIR AND BROTHER: Can say in answer to your letter relative to your resolutions, which will come before the State legislature, our local appointed a committee to meet our district representative, W. C. Kane, of this city. This is the answer he gave them: He would do everything in his power to help the labor movement.

With best wishes,

[SEAL.]

H. CARL OWENS,

Recording Secretary Local No. 1910, Box 208, Harrisburg, Ill.

[Freiheit Lodge No. 337, International Association of Machinists, affiliated with the American Federation of Labor. Office of secretary, 11. Thielberg, 2832 Palmer Avenue.]

CHICAGO, ILL., May 17, 1913.

Mr. I. J. CUNDIFF.

*Secretary of Federation of Railway Employees,
Illinois Central System and Allied Lines.*

DEAR SIR AND BROTHER: At meeting of May 14, 1913, communication of May 5, 1913, was read and acted upon.

Secretary was instructed to write to your body, as the date of sending for Illinois State Legislature was too late for No. 337, but that this resolution came before the Chicago Federation of Labor and our delegates represented voted in favor of indorsing said resolution.

Yours, fraternally,

[SEAL.]

HENRY THIELBERG.

Recording Secretary.

[Creamer Lodge, No. 236, International Association of Machinists. Office of secretary, 289 Iowa Avenue.]

AURORA, ILL., May 17, 1913.

I. J. CUNDIFF, *Secretary.*

DEAR SIR AND BROTHER: Through change of recording secretary I, the undersigned, received your letter of May 3 last night, May 16, our regular semi-monthly meeting. Sorry that this delay happened, but the members hoped that a reply to your request would not be too late. The 65 members of Creamer Lodge, 236, unquimously urge the passage of the joint resolution pending before the Illinois State Legislature for an investigation of the Illinois Central Railroad Co.

Hoping this will not be too late. I remain.

Fraternally, yours,

[SEAL.]

GEO. VON WAITZ,

Recording Secretary, 289 Iowa Avenue, Aurora, Ill.

[Local Union No. 489, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor.]

Mr. I. J. CUNDIFF.

MAY 12, 1912.

DEAR SIR: The members of Peoria Local, No. 489, Peoria, Ill., most heartily indorse the proposed action in the matter of the investigation of the conditions on the Illinois Central Railroad Co.'s lines.

Our local is composed of 13 members, who have been watching with interest the conditions on the above-mentioned railroad.

Yours, truly,

[SEAL.]

B. H. REICHELDER, *Secretary.*

10014 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[Local Union No. 999, United Mine Workers of America. Walter Power, 2145 South Eleventh Street.]

SPRINGFIELD, ILL., ———, —, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR: Our local union, composed of 350 members, indorsed the action taken by your organization in regard to joint resolution calling for an investigation of the Illinois Central Railroad Co. at our regular meeting held April 1, 1913. Our representatives and senator will be advised of the same. Also, at our last regular meeting, held April 15, we indorsed the action of our miners' legislative committee in their efforts to secure the passage of all bills recommended by affiliated unions. Our union has at different times in the past year indorsed your position in your struggle for your rights, and, as I stated before, our union has indorsed the action of the legislative committee and will aid them as far as possible to secure what they recommend.

Yours, fraternally,
[SEAL.]

WALTER POWER,
Recording Secretary.

P. S.—I am writing our representatives, James F. Morris, T. E. Lyon, and Bell, and State Senator Logan Hay the facts or action taken by our local union from time to time for the past year or more.

—————
[Local Union No. 794, United Mine Workers of America.]

ELDORADO, ILL., May 10, 1913.

The members of the above local union, membership 300, unanimously ask the passage of the resolution, viz, "Calling for an investigation of the Illinois Central Railroad Co.," as we have been following this up, and record shows a big loss of life and a poor system of handling freight and passengers, for which the above company was incorporated, owing to defective machinery and car equipment.

Yours, truly,
[SEAL.]

W. A. TURNER, *President.*
H. A. KENNEDY, *Secretary.*

—————
[Local Union No. 22, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor.]

Mr. I. J. CUNDIFF,
6029 Madison Avenue, Chicago, Ill.

DEAR SIR AND BROTHER: We, the 110 members of Freeport Local Union, No. 22, of the International Brotherhood of Blacksmiths and Helpers, indorse resolution No. 60, presented to the General Assembly of the State of Illinois by Representative Seymour Steadman, and demand its passage in the interests of the citizens of Illinois and the welfare and safety of the traveling public. The Omaha line of the Illinois Central is a disgrace to the State.

Yours, fraternally,
[SEAL.]

H. P. HILL, *Secretary.*

—————
[Local Union No. 1248, United Mine Workers of America.]

HERRIN, ILL., May 12, 1913.

Mr. I. J. CUNDIFF, *Chicago.*

DEAR SIR: This is to certify that Local Union No. 1248, U. M. W. of A., representing a membership of 420 members, unanimously indorse the resolution, now pending in the Illinois Legislature, calling for an investigation of the Illinois Central Railroad Co. and earnestly ask for its passage.

[SEAL.]

LOUIS H. MISKER, *Secretary.*

—————
[Local Union No. 22, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor.]

MAY 11, 1913.

DEAR SIR: We, the undersigned members of Freeport Local No. 22, of I. B. of B. & H., composed of 11 members, unanimously ask the passage of this resolution.

tion. As you know, the following organizations have been on strike since September 30, 1911: International Association of Machinists, International Brotherhood of Blacksmiths and Helpers, Railway Carmen of America, Amalgamated Sheet-Metal Workers, International Brotherhood of Painters, Order of Railway Clerks, Federal Labor Union.

The Illinois Central refuses to treat with us as a system federation. The Illinois Central operates under a special charter from the State of Illinois. Under the terms of this charter the governor of Illinois is a director of the Illinois Central, and the State shares in the earnings of the company. The importance of this is that the State of Illinois, a partner with the Illinois Central, is put in a position of being opposed to the right of labor to organize, and this is vital to every member of organized labor.

Yours, truly,

D. ROWLAND,
President.

[SEAL.]

H. P. HILL,
Secretary, 97 Shawnee Street, Freeport, Ill.

[Hall of Local Union No. 69, International Union of Steam and Operating Engineers, affiliated with the American Federation of Labor.]

MAY 12, 1913.

Mr. I. J. CUNDIFF,
6029 Madison Avenue, City.

DEAR SIR AND BROTHER: Your communication, I am sorry to say, arrived too late for our meeting, as we met May 7, and again May 14. I am positive, however, had action been taken it would have received the unanimous indorsement of our local.

Fraternally, yours,

[SEAL.]

OLIVER STINGLEY,
3361 South Park Avenue, Recording Secretary, Local 69.

[Local Union No. 1237, United Mine Workers of America.]

SESSER, ILL., May 11, 1913.

Mr. I. J. CUNDIFF,
6029 Madison Avenue, Chicago, Ill.

DEAR SIR AND BROTHER: Your letter received May 8, and I am answering in behalf of your request. Local Union No. 1237, U. M. W. of A., Sesser, Ill., as a body of 456 United Mine Workers of district 12, do hereby earnestly pledge the governor of our State to give the joint resolution that is pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co. for refusing to treat with organized labor of all various labor unions, some of which are still on strike since September 30, 1911. We, as a body of U. M. W. of A., personally know that the Illinois Central Railroad Co. has shown partiality against organized labor by employing scabs to run its trains when the union firemen lay down and came out on strike, causing hundreds of miners to move in the dead of winter from the mining camps along the Illinois Central lines in 1911. Furthermore, it discriminated against certain coal operators on the Illinois Central Railroad, and by not distributing its cars on equal basis, therefore causing some of the mines to shut down on that account, some of which had to sue the Illinois Central Railroad Co. in order to get an equal share of cars. We, as a body, in whole unanimously ask for a proper investigation of the joint resolution before the legislature, and we sincerely hope that the governor acts in harmony with organized labor of all crafts and will make the Illinois Central Railroad Co. put out the real stuff and not be lurking in the background of discrimination. United we stand, divided we fall. In union there is strength, but discrimination means hell.

P. S.—Hoping the governor will act and use good common sense, so that the working class, who elected him for that position, can reap the benefits of their voting power,

Yours, truly,

[SEAL.]

BART OGILVIE,
*Recording Secretary Local Union No. 1237,
U. M. W. of A., Sesser, Ill.*

10014 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[Local Union No. 999, United Mine Workers of America. Walter Power, 2145 South Eleventh Street.]

SPRINGFIELD, ILL., ———, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR: Our local union, composed of 350 members, indorsed the action taken by your organization in regard to joint resolution calling for an investigation of the Illinois Central Railroad Co. at our regular meeting held April 1, 1913. Our representatives and senator will be advised of the same. Also, at our last regular meeting, held April 15, we indorsed the action of our miners' legislative committee in their efforts to secure the passage of all bills recommended by affiliated unions. Our union has at different times in the past year indorsed your position in your struggle for your rights, and, as I stated before, our union has indorsed the action of the legislative committee and will aid them as far as possible to secure what they recommend.

Yours, fraternally,
[SEAL.]

WALTER POWER,
Recording Secretary.

P. S.—I am writing our representatives, James F. Morris, T. E. Lyon, and Bell, and State Senator Logan Hay the facts or action taken by our local union from time to time for the past year or more.

—————
[Local Union No. 794, United Mine Workers of America.]

ELDORADO, ILL., May 10, 1913.

The members of the above local union, membership 300, unanimously ask the passage of the resolution, viz, "Calling for an investigation of the Illinois Central Railroad Co.," as we have been following this up, and record shows a big loss of life and a poor system of handling freight and passengers, for which the above company was incorporated, owing to defective machinery and car equipment.

Yours, truly,
[SEAL.]

W. A. TURNER, *President.*
H. A. KENNEDY, *Secretary.*

—————
[Local Union No. 22, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor.]

Mr. I. J. CUNDIFF,
6029 Madison Avenue, Chicago, Ill.

DEAR SIR AND BROTHER: We, the 110 members of Freeport Local Union, No. 22, of the International Brotherhood of Blacksmiths and Helpers, indorse resolution No. 60, presented to the General Assembly of the State of Illinois by Representative Seymour Steadman, and demand its passage in the interests of the citizens of Illinois and the welfare and safety of the traveling public. The Omaha line of the Illinois Central is a disgrace to the State.

Yours, fraternally,
[SEAL.]

H. P. HILL, *Secretary.*

—————
[Local Union No. 1248, United Mine Workers of America.]

HERRIN, ILL., May 12, 1913.

Mr. I. J. CUNDIFF, *Chicago.*

DEAR SIR: This is to certify that Local Union No. 1248, U. M. W. of A., representing a membership of 420 members, unanimously indorse the resolution, now pending in the Illinois Legislature, calling for an investigation of the Illinois Central Railroad Co. and earnestly ask for its passage.

[SEAL.]

LOUIS H. MISKER, *Secretary.*

—————
[Local Union No. 22, International Brotherhood of Blacksmiths and Helpers, affiliated with the American Federation of Labor.]

MAY 11, 1913.

DEAR SIR: We, the undersigned members of Freeport Local No. 22, of I. B. of B. & H., composed of 11 members, unanimously ask the passage of this resolution.

an investigation of the Illinois Central Railroad, was read at last night's meeting of our local union, and the undersigned instructed to inform you that the 110 members of our local, one and all, take a keen delight in being put into a position where they can support a measure calculated to shed some light on the dark and devious ways of predatory wealth. "Big business" must of necessity operate under the cover of darkness. If our class were acquainted with the nature of the ills that human society suffers from and the causes thereof, a cure would readily suggest itself. The true function of the State, the only justification for the existence of government, must be that it promote the "greatest good of the greatest number." Where "the State" deviates from that course, there the protests of "the greatest number" are in order, and where those protests are not heeded by those in power revolution becomes a necessity—a duty.

Therefore, by all means, light! more light! so we may know and understand,
Yours, for the working class,

[SEAL.]

A. F. KOCH, *President*,
SIM COOPER, *Financial Secretary*,
J. G. KEENE, *Secretary*.

[Arsenal Lodge, No. 274, Brotherhood Railway Carmen of America, affiliated with the American Federation of Labor.]

MOLINE, ILL., May 11, 1913.

MR. I. J. CUNDIFF,
Secretary, Chicago, Ill.

DEAR SIR AND BROTHER: Arsenal Lodge, No. 274, B. R. C. of A., of 88 members, at its regular meeting on May 8, unanimously indorsed the investigation of the Illinois Central Railroad and its branch lines, as from newspaper accounts its motive power and rolling stock is in a very unserviceable condition, and we would welcome an investigation of this road. Hoping this reaches you in due time, I remain,

[SEAL.]

CARL O. NELSON, *Secretary*.

[Local Union No. 693, Mine Workers of America. Office of recording secretary.]

VIRIDEN, ILL., May 10, 1913.

I. J. CUNDIFF,

DEAR SIR: This is to certify that Local Union 693, U. M. W. of A., indorses that an investigation be made of the Illinois Central Railroad Co. before the Illinois Legislature. Our membership is 285 members.

Fraternally, yours,

[SEAL.]

FRED MAYER,
Recording Secretary, Local Union 693, Viriden, Ill.

HON. EDW. F. DUNNE,
Governor State of Illinois, Springfield, Ill.

DEAR SIR: Woodlawn Lodge, No. 492, International Association of Machinists, asks you, as chief executive of the State of Illinois, to use your influence on behalf of house bill No. 60, which, if passed, will bring about an investigation of the Illinois Central Railroad.

We believe, as this railroad holds their charter under the laws of the State of Illinois, it should be compelled to conform with the laws governing their charter and look well to the safety and comfort of the traveling public and the commercial interests of the State.

We have been informed that their power is in bad shape; that there is a continual shortage of cars; that mine operators and other shippers find it a hard matter to carry on their business along the line of this road.

There have been numerous wrecks along the entire system and several within our own State, and the claim has been made that it is due to the poor equipment, which, if true, is a violation of provisions covered by their charter.

We believe that you, as governor of the State of Illinois, wish to give people of the State, and especially those that cast their vote for you, all the rights

10018 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

coming to them under the laws of the State, and we also believe you wish to treat the corporations fairly; therefore we believe that you can safely work to have the investigation carried on, for if the Illinois Central Railroad is carrying on its business strictly within the laws and conforming to their charter rights, the investigation can not hurt them, and if they are not it is the right of your constituents to know it.

This local has a membership of 200, and the membership of our association throughout the State is fully 15,000, and it is safe to say that all are vitally interested in having this bill passed.

Yours, sincerely,

WOODLAWN LODGE, No. 492, I. A. OF M.

[Subordinate Association No. 4, Lithographers' International Protective and Beneficial Association of the United States and Canada.]

CHICAGO, May 10, 1913.

I. J. CUNDIFF,
6029 Madison Street, Chicago, Ill.

DEAR SIR AND BROTHER: Subassociation No. 4, composed of 275 members, at its last regular meeting, Friday, May 9, 1913, unanimously asked the passage of the joint resolution now pending before the Illinois Legislature calling for an investigation of the Illinois Central Railroad Co.

Fraternally, yours,

[SEAL.]

CHAS. H. SCHARIEN,
Recording Secretary S. A. 4.

[Local Union No. 707, United Mine Workers of America. Office of secretary.]

PEORIA, ILL., May 11, 1913.

Mr. I. J. CUNDIFF,
Chicago, Ill.

DEAR SIR: Whereas the resolution calls for an investigation of the Illinois Central Railroad Co., therefore we, our Local Union No. 707 of United Mine Workers, with a membership of 150, at Peoria, Ill., appeal to our legislative body and recommend its adoption.

Fraternally, yours,

[SEAL.]

EDW. HAMER,
137 Arago Street, Peoria, Ill.

[Local No. 233 of Chicago, Machinery Molders' Union, organized September, 1878; reorganized April, 1892. Paul L. Becker, 2335 Sacramento Avenue, corresponding secretary.]

CHICAGO, May 10, 1912.

Local No. 233, I. M. U. of N. A., composed of 850 iron molders, unanimously demand the passage of the resolution introduced by Representative Seymour Steadman, which called for an investigation of the Illinois Central Railroad.

We heartily concur in the spirit of the resolution and insist on its adoption. The above action was taken at the regular meeting of Local 233 I. M. U. held Saturday, May 10, 1913.

Fraternally,

[SEAL.]

PAUL L. BECKER,
Secretary Local 233, I. M. U. of N. A.

[Local Union No. 672, United Mine Workers of America.]

PETERSBURG, ILL., May 10, 1913.

Mr. CUNDIFF:

DEAR SIR: The members of this local, composed of 100 members, are strongly in favor of the resolution before the Illinois Legislature calling for an investigation of the trouble on the Illinois Central Railroad, and they believe the public should know the cause of this trouble and who is the cause.

Fraternally, yours,

[SEAL.]

WM. WATT, Secretary.

[Local Union No. 1391, United Mine Workers of America.]

THAYER, ILL., May 11, 1913.

Mr. I. J. CUNDIFF, *Chicago, Ill.*

DEAR SIR: Local Union 1391, U. M. W. of A., Thayer, Ill., unanimously indorsed the joint resolution for an investigation of Illinois Central Railroad Co., as we consider it an injustice to the people of the State of Illinois for this to be defeated.

Local Union 1391 has a membership of 470 members in good standing.

[SEAL.]

THOS. MELLISH,
ROBT. OYINGTON,
JOHN C. MAINWARRING,
Legislative Committee.

[Local Union No. 2368, United Mine Workers of America, affiliated with American Federation of Labor.]

MURPHYSBORO, ILL., May 10, 1913.

Mr. I. J. CUNDIFF:

DEAR SIR AND BROTHER: We, the members of Local 2368 U. M. W. of A., Murphysboro, Ill., consisting of 250 members, do urge and request that the resolution calling for an investigation of the Illinois Central Railroad Co. be passed, as we earnestly believe that no honest company, firm, or individual fears investigation in any form whatever.

With best wishes for success, respectfully, yours,

[SEAL.]

THOS. MURPHY, *President.*
FRANK REEVES, *Secretary.*

[Local Union No. 611, United Mine Workers of America.]

SPARTA, ILL., May 10, 1913.

Mr. I. J. CUNDIFF.

DEAR SIR: Local Union No. 611, U. M. W. of A., Sparta, Ill., composed of 133 members, stand unanimously in favor, and hereby urge the passage, of the resolution calling for an investigation of the Illinois Central Railroad Co.

[SEAL.]

W. L. RAGLAND,
Secretary Local Union No. 611, Sparta, Ill.

CHICAGO, ILL., May 5, 1913.

BRICK, TILE, AND TERRA COTTA WORKERS, LOCAL NO. 6.

DEAR SIR AND BROTHER: A joint resolution is pending before the Illinois legislature calling for an investigation of the Illinois Central Railroad Co. A hearing is to be had on this resolution on or about May 14. Organized labor all over Illinois is asked to help in the passage of this resolution. The Chicago Federation of Labor unanimously indorse this resolution.

Will you send the undersigned a letter with the seal of your local, stating in substance that your local, composed of 200 (number of members), unanimously asks the passage of this resolution? Please do this at once, as we desire to present these letters as a petition on or before the 12th day of May, 1913.

As you know, the following organizations have been on a strike since September 30, 1911: International Association of Machinists, International Brotherhood of Blacksmiths & Helpers, International Brotherhood of Boilermakers & Helpers, Railway Carmen of America, Amalgamated Sheet Metal Workers, International Brotherhood of Painters, Order of Railway Clerks, Federal Labor Union.

The Illinois Central refuses to treat with us as a system federation. The Illinois Central operates under a special charter from the State of Illinois. Under the terms of this charter the governor of Illinois is a director of the Illinois Central, and the State shares in the earnings of the company. The importance of this is that the State of Illinois, a partner with the Illinois Central, is put in a position of being opposed to the right of labor to organize, and this is vital to every member of organized labor.

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Make your letter strong in its indorsement and send it at once under the seal of your organization; and in this way contribute your share toward this fight, which, although it involves directly the men at present on strike, at the same time is of vital importance to the very existence of organized labor.

Faternally, yours,

[SEAL.]

P. J. JENSEN, *President.*
I. J. CUNDIFF, *Secretary.*

(Indorsed by 200 members of Local No. 6, Brick, Tile, and Terra Cotta Workers.)

[SEAL.]

ERICK RIEMER.

[Local Union No. 683, United Mine Workers of America, affiliated with American Federation of Labor. O. G. Hearn, recording secretary, 619 North Ninth Street.]

MURPHYSBORO, ILL., May 10, 1913.

Mr. I. J. CUNDIFF,
6029 Madison Avenue, Chicago, Ill.

DEAR SIR AND BROTHER: This is to certify that this local, composed of 196 members, unanimously indorses and demands an investigation of the Illinois Central Railroad Co., as we believe no fair-minded person or corporation would object to an investigation, and we believe the conditions demand same.

Faternally, yours,

[SEAL.]

A. H. POOLE, *President.*
THOS. E. BAILEY, *Recording Secretary.*

CLINTON, ILL., May 10, 1913.

Secretary Chicago Federation of Labor, Chicago, Ill.

DEAR SIR AND BROTHER: I desire to notify you that Clinton Local, No. 207, I. B. of B. & H., unanimously indorse resolution No. 60 and would request its passage by our State legislature on or about May 14.

Our membership numbers 10 in good standing. We hope our legislators will extend a square deal to the employees on strike on the Illinois Central Railroad, and that an investigation of this road be had for the benefit of all concerned, either directly or indirectly, and that commerce on the Illinois Central be restored again to a normal and safe condition such as existed prior to September 30, 1911.

Respectfully submitted,

[SEAL.]

MEMBERS OF LOCAL No. 207,
J. E. MATTHEWS, *Secretary.*

[Woodlawn Lodge, No. 492, International Association of Machinists, F. G. Stemler, recording secretary, 328 Englewood Avenue.]

CHICAGO, May 10, 1913.

I. J. CUNDIFF, 6029 Madison Avenue.

DEAR SIR AND BROTHER: In reply to yours of the 5th instant, beg to say that our lodge has already drawn up a set of resolutions and have forwarded same to the governor. I inclose herewith copy of said resolutions.

Trusting this will be satisfactory to your, with best wishes, I remain,

Faternally, yours,

F. G. STEMLER.

P. S.—This resolution was drawn up before I received your letter.

COMERFORD EXHIBIT NO. 5.

NEW ORLEANS, July 21, 1914.

TO THE UNITED STATES INDUSTRIAL RELATIONS COMMISSION.

DEAR SIR: This is to certify that the strike of the employees of the mechanical and clerical departments caused me to have to dispose of my grocery business on account of the men being out of employment and the class of people that took their places was of no benefit to my business.

Respectfully,

U. LAURENT,
2120 Tulane Avenue.

[Renecky shoe store, J. E. Renecky, dealers in fine shoes, 701-705 Patterson Street, corner Vallette.]

NEW ORLEANS, LA., *June 29, 1914.*

UNITED STATES INDUSTRIAL COMMISSION.

GENTLEMEN: Being actively engaged in the shoe, hosiery, and furnishing business in Algiers, and being thoroughly acquainted with the strike on the Southern Pacific Railroad, I think it has and is still working a great hardship in this territory, and if it could be settled it would be of great benefit all through this locality.

Trusting that you will be able to render assistance in this matter, I am,
Very respectfully,

J. E. RENECKY.

[Ed. Boolos, dealer in dry goods, staple and fancy groceries and general merchandise, 2605 Washington Street.]

VICKSBURG, Miss., *June 23, 1914.*

To whom it may concern:

Business in our city fell to the bottom when the strike took place on the Illinois Central Railroad, and since that time business has not increased to 50 per cent of what it was before the strike. And when the strike is settled and the old men placed back at work the entire city will be benefited.

Yours, truly,

ED. BOULOS.

[The Prudential Insurance Company of America. Home office, Newark, N. J. A. C. Crowder, manager for Mississippi.]

JACKSON, Miss., *August 20, 1914.*

UNITED STATES COMMISSION ON INDUSTRIAL RELATIONS.

GENTLEMEN: This is to say that while mayor of this city and some time during the year 1912 I participated in a conference in the office of the governor of Mississippi looking to bringing together the striking clerks of the Illinois Central and the officials of that road.

President Markham was present, and declined emphatically to do anything that would in any way indicate any recognition of the union of clerks.

The conference adjourned without any accomplishment of my purpose in volunteering my services.

Yours, truly,

A. C. CROWDER.

[The Smith Company. Furniture, stoves, sewing machines, and organs. 129-131 State Street, 524-526-528 Pearl Street.]

JACKSON, Miss., *June 20, 1914.*

To the Officers and Members of the United States Industrial Relations Commission:

We have been in the furniture business here for nearly 12 years and have had things well lined up. We had the patronage of a large per cent of the employees of the Illinois Central Railroad Co. at this place, which is quite an item to us every pay day. But since the strike the greater per cent of the boys have gone, out of employment, and we have had to repossess the furniture. The accounts and the business that we get from this source now is not satisfactory.

We would that your honorable body might bring about some way or means by which an amicable settlement can be made and get everything working in harmony again.

Yours, truly,

THE SMITH CO.

JACKSON, Miss., *August 20, 1914.*

INDUSTRIAL RELATION COMMISSION,
Washington, D. C.

DEAR SIR: This is to certify that I was chief of police from 1906 to 1913 in the city of Jackson. I had to handle the strike situation held on the Illinois

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Central Railroad in 1911 and 1912, and I wish to say that the boys who went out on strike behaved beautifully and we had but very little trouble, but what did occur came from the strike breakers.

I hope this matter will soon be adjusted, as I believe the citizens here would be delighted to see the old employees return to work.

Respectfully submitted.

C. B. ALLEN,
Ex-Chief of Police.

JACKSON, MISS., August 24, 1914.

THE INDUSTRIAL RELATIONS COMMISSION,
Washington, D. C.

GENTLEMEN: I have been requested to give my opinion as to the class of workmen sent here by the Illinois Central Railroad Co. during the strike of 1911-12.

I was a deputy United States marshal at the time and had the very best opportunity of studying these men, being stationed at a large building in which the men were lodged and fed. I was stationed there for the purpose of protecting the strike breakers from the strikers, but, as it turned out, we had more trouble with the strike breakers than with the strikers. They seemed to think that the railroad company owed them almost everything and wanted to go out into the city and start trouble. They seemed to be the toughs from the larger cities of the North, and out of two or three hundred that were sent here to fill the vacant positions only about a half dozen were qualified to fill any position at all. Most all of the clerical positions were filled by local people.

The whole crowd looked like they were recruited from Coxey's army, and, of course, were looked upon as such by the citizens.

Respectfully,

JAMES McWELLIE,
Ex-Deputy United States Marshal.

[Ben Warren, clothier and furnisher, 1420 Washington Street.]

VICKSBURG, MISS., June 27, 1914.

To whom it may concern:

Business in our city has fell to the bottom when the strike took place on the Illinois Central Railroad, and since that time business has not increased to 50 per cent of what it was before the strike; and when the strike is settled and the old men placed back at work the entire city will be benefited.

Yours, truly,

BEN WARREN.

[Hanes & Hood, wholesale grocers, 1415 Mulberry Street.]

VICKSBURG, MISS., June 25, 1913.

MR. G. KONCAR, *City.*

DEAR SIR: We wish to state that in our opinion the Illinois Central Railway strike has injured this city in a business way more than anything that has happened here for a number of years, and we regret very much that it has not been amicably settled.

Yours, truly,

HANES & HOOD.

[A. B. Porter, grocer, fancy and staple groceries, provisions, produce, and feed stuff of all kinds.]

WATER VALLEY, MISS., June 11, 1914.

To the Industrial Relation Committee:

GENTLEMEN: As a citizen and business man of Water Valley, Miss., I wish to state to the honorable board what the conditions have been in the city since the lockout or labor war. Owing to the company not being able to deliver freight, has caused heavy loss to the business men. Of the class of men that the company imported into our town there scarcely has been a day that some

of them have not been put in jail—some days as high as 15 in a day—keeping our city in a constant turmoil and disturbance. This same class of people has caused our best citizens to leave town, causing a great loss and sacrifice, and has caused a great deal of suffering among the women and children of our very best class, known as our best laboring people.

This foreign element, since their wages have been reduced by the Illinois Central Railroad, are now deserting their families and leaving them on the hands of the town, to be kept up by charity. No one can realize how bad conditions have been here, except he has been here and witnesses the thing as it is.

Trade has fallen off at least 50 per cent since this labor trouble began, growing from bad to worse. We hoped for a long time that it would improve, but it is getting worse all the time, and about all you can hear on the street is, "I wish I could leave this old town," and the good people are leaving as fast as they can.

It would mean a Godsend to this city and country if this strike could be settled and the old and honorable employees could be reinstated, for a nobler class of men never lived. Such a thing as one of them being a beat was never heard of; but now it is different; this class never pays unless made to.

Hoping for the best, I am,

Yours truly,

A. B. PORTER.

[W. W. Lassiter Co., wholesale grocers.]

VICKSBURG, MISS., June 20, 1914.

To whom it may concern:

We find that our business with the retail grocers in this city, particularly in some sections, has been very materially affected by the strike of the Illinois Central shop employees, the business having fallen off quite a good deal in volume, we believe, by this strike.

Very respectfully,

W. W. LASSITER CO.

[Basil C. Bonelli Co., wholesale grocers, 1110 Clay Street.]

VICKSBURG, MISS., June 20, 1914.

Mr. G. KONCAR, City.

DEAR SIR: In going over our books we notice that your business with us has fallen off considerably since the Illinois Central Railroad strike. No doubt the strike has been the chief cause, because you depend mainly on the railroad people for the largest volume of your trade. We would appreciate you getting your volume back up to the old standard.

Yours, truly,

BASIL C. BONELLI CO.

[S. Schwarz & Co., wholesale grocers, 1412-1418 Mulberry Street.]

VICKSBURG, MISS., June 20, 1914.

Attorney COMERFORD, Chicago, Ill.

DEAR SIR: Since the strike on the I. C. and Y. & M. V. R. R. Vicksburg has lost quite a good many families on account of the men folks being unable to secure work. The strike undoubtedly has worked a hardship in many ways in this city. The entire business interest has suffered, along with the working class, and it is about time, if it is possible, that the strike be settled.

Yours, truly,

S. SCHWARZ & CO.

[The Sauls-King Co., dealers in staple and fancy groceries.]

McCOMB CITY, MISS., July 28, 1914.

Hon. FRANK COMERFORD, Chicago, Ill.

DEAR SIR: I have frequently been asked questions regarding the conditions as I have observed them under union labor and nonunion labor.

I would like to make a short statement of the conditions as they have occurred under my observation. I came to McComb about 15 years ago and most of the time since have been engaged in the mercantile business. When I came to McComb very near all the buildings in the business part of the town were wood

structures. There was only one schoolhouse and it was an old wood structure. All the churches were of the same class. There was not a paved street in town, except the part of Main Street occupied by stores. It was thought that a mercantile business could not survive in McComb.

At that time the shop was nonunion. Wages were so low the men could barely make a support for their families. Car repairers were getting 16½ cents and machinists 31 cents.

The working conditions were very bad. Very few shelters for the men to work under. A short time after I came to McComb the different crafts organized their unions. Conditions began to improve and the town began to prosper. It is evident the railroad company prospered in the same proportion, for it was during that period the railroad company put in double track through the Mississippi and Louisiana division. They prepared better accommodations for their men. Shelter to work under and many other things that I have not space to mention. Everybody was happy and prosperous. The town grew rapidly. The old wood store buildings were moved away and handsome brick stores were rebuilt in their places. The principal streets were paved. The old wood school building was discarded and two handsome brick buildings were erected. We boast of having the most commodious brick public-school buildings in the State.

The same can be said of the churches. The old wood buildings were moved away and handsome pressed-brick buildings erected in their stead. We boast of having at least two churches that would be a credit to any city.

All this was done during the time of organized union labor in the Illinois Central Railroad shops. I contribute all this to the result of organized union labor.

It has been nearly three years since the strike. Every style of business has suffered greatly. Real estate has gone down. Business is not so satisfactory. A few years ago we boasted of having the best produce market in the country. Now the farmers find great difficulty in selling their produce.

Space will not permit me to say more at this time, but the above are undeniable facts as they have come under my observation.

Respectfully,

B. N. SAULS,

President and Business Manager the Sauls-King Co.

McCOMB WHOLESALE GROCERY CO.,
McComb, Miss., July 7, 1914.

To the Officers and Members of the United States Industrial Commission.

GENTLEMEN: The writer understands that your honorable body is to be asked to investigate the strike of union employees of the Illinois Central system. It is the opinion of the writer that the safety and welfare of the public in general would be better conserved if the employees of public carriers are members of trade unions. The reason for this opinion is that union men are, first, citizens of permanent places of abode; second, that owing to this fact they make more reliable workmen, because of their desire to acquire and maintain a permanent place in the social and religious affairs of the community in which they reside. On the other hand, the nonunion workman is on the job to-day and gone to-morrow, taking little or no interest in his work for that reason. The union workman has ever before him that on the retaining of his job depends the comforts of a home for himself and family and a place in society of which he need not be ashamed. The undersigned most certainly believes that it would be to the advantage of the business world of McComb if the striking employees of the Illinois Central were reinstated in their former positions.

Sincerely, yours,

J. D. WEATHERSBY.

[Stokes & Gaffney, dealers in fresh meats of all kinds, 118 South Boulevard.]

McCOMB, Miss., July 28, 1914.

To the Officers and Members of the United States Industrial Commission.

GENTLEMEN: The writers understand that your honorable body is to be asked to investigate the strike of the Illinois Central system. It is the opinion of the writers in regards to trade conditions since the men went out on a strike nearly

three years ago, will say at the time of the men going out this firm was doing a good, healthy charge account business with the employees, and we were getting our money promptly each pay day. For some time after the strike we carried these men, but finally had to stop. About 50 per cent of the old men have moved away and procured work at other places. As to the new men, we do nothing but cash business with them, as we do not know them well enough to extend them credit. We feel that if the strike was settled our city would be doing more business than at present. We feel that real estate has suffered materially during this strike.

We would be very much pleased to see this matter settled in a way that would be beneficial both to the company and the men.

Respectfully,

STOKES & GAFFNEY.

[McComb Dye Works, Ernest T. Jackson, proprietor.]

McComb City, Miss., August 3, 1914.

To the Officers and Members of the United States Industrial Commission.

GENTLEMEN: The writer understands that your honorable body is to be asked to investigate the strike of the union employees now in progress on the Illinois Central and Harriman lines.

It is the opinion of the writer, who has been here for the past 20 years, that the matter should be adjusted some way in favor of the men. I have seen the time when there was very poor conditions here for the workmen in the shops before the days of the organization of the men.

After the organization of the different crafts everything began to grow and prosper. The conditions of the men were better, the city began to grow and was more prosperous. Conditions began to be better socially, religiously, and financially. Business was better in every respect.

Since the men were forced out on strike conditions have got to be worse than I have ever seen in my lifetime here of over 20 years. Business has gone to the bad since our citizens have had to move away and our town has been filled with a very undesirable bunch of people.

It is my opinion, after seeing both sides of the question, that the union men should be put back on their former jobs.

I believe that right will prevail, and I trust that your honorable body will see fit to (in the name of right and justice) adjust this matter in favor of the union men. If so, social conditions will be restored, business will be better, and last but not least, the several hundred of the best of our citizenship can return to their homes that they have labored a lifetime to build.

I am, sincerely, yours,

ERNEST T. JACKSON.

[Charles Johnson, dealer in staple and fancy groceries and notions.]

McComb City, Miss., July 22, 1914.

To the Officers and Members of the United States Industrial Commission.

GENTLEMEN: The writer understands that your honorable body is to be asked to investigate the strike of union employees of the Illinois Central system.

In regards as to trade conditions since the men went out on a strike 33 months ago, will say at the time of the men going out this firm was doing a good, healthy charge-account business with the employees, and we were getting our money promptly each pay day. For some time after the strike we carried these men, but finally had to stop. About 50 per cent of the old men have moved away and procured work at other places.

As to the new men, we do not do any business with them, as we do not know them well enough to extend them credit. We feel that if the strike was settled our city would be doing more business than at present. We feel that real estate has suffered materially during this strike.

We would be very much pleased to see this matter settled in a way that would be beneficial both to the company and the men.

Respectfully,

CHAS. JOHNSON.

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[E. Bonelli Co. (Incorporated 1907.) Wholesale grocers, established 1870.]

VICKSBURG, MISS., June 20, 1914.

To whom it may concern:

From our observation in a business way, we do not hesitate to say that business in this city has been much curtailed since the strike of the Illinois Central Railroad employees.

We feel sure that the employment of the old men in their old places would help this city very materially.

Very truly,

E. BONELLI CO.

[Biedenbarn Candy Co. (Inc.) Candy manufacturers. Produce and grocers' specialties.]

VICKSBURG, MISS., July 3, 1914.

G. KONCAR, City.

DEAR SIR: As your business with us has shown a falling off since the strike, we take this method to inform you, it appears that this falling off is to be charged to the strike.

We would like to again have the nice business you used to give us.

Assuring you we have always appreciated your trade, we are.

Yours, very truly,

BIEDEHARN CANDY CO.

[W. C. Welch, wholesale and retail furniture company.]

JACKSON, MISS., September 9, 1914.

INDUSTRIAL RELATIONS COMMISSION, Washington, D. C.

GENTLEMEN: I have been requested to give my views of the lockout or strike caused by the Illinois Central Railroad Co. refusing to recognize the System Federation, composed of the shopmen and railroad clerks, which started September 25, 1911, and which is still on.

I have been in business for a number of years, and I am very sure that the lockout or strike on the Illinois Central Railroad has made a hardship on every merchant in our city. By the long delays in receiving our freight from the manufacturer caused by the incompetency of their motive power and other incompetent labor and which the railroad has hired to take the places of the old employees. Therefore, I among many others in this city and along the line of the Illinois Central Railroad are in hopes that your honorable body will soon bring the two factions together, thereby bringing this lockout or strike to a just end; and by so doing you will be conferring an everlasting favor to this city and this section of the country.

I am, yours, very truly,

W. C. WELCH.

[Crescent Billiard Hall, first class equipment, M. B. Herndon, manager, New Millsaps Building.]

JACKSON, MISS., September 3, 1914.

INDUSTRIAL RELATIONS COMMISSION, Washington, D. C.

GENTLEMEN: As per request we are furnishing you with the statement as to our opinion of the effects of the Illinois Central lockout or strike, which started on September 25, 1911, and which is still in vogue. The writer's business brings him in personal contact with practically every merchant in Jackson, and naturally I am familiar with their opinion. Almost without exception the lockout or strike has been a detriment to business in Jackson. The men now employed are not as a rule permanent residents, being largely transient, and naturally being to a large extent without families, they spend their money in channels that do not do the merchants much good.

Yours, truly,

M. B. HERNDON, Manager.

[P. N. Cox, contractor and builder]

JACKSON, MISS., August 28, 1914.

INDUSTRIAL RELATIONS COMMISSION,
Washington, D. C.

GENTLEMEN: I have been asked for my opinion of the railway clerks' strike in this section in the winter of 1911 and 1912. It did not affect my business directly but it did affect it indirectly through other business that was affected directly. Immediately after the strike was called there was a complaint from all quarters of business dropping off; everything was quiet for a long time, in fact I don't think we have recovered from it yet. So far as any personal violence is concerned the striking employees were very quiet here with an occasional fist fight, but in other towns in this State there was some blood shed which could have been avoided if the railroad had not tried to fill the strikers' places with the kind of people they did. I am confident that if the railroad and its employees will agree to settle all their future differences by arbitration, and then stand by the agreement, they will both be better off.

Yours, truly,

P. N. Cox.

[W. F. West, practical merchant tailor, Huber Building, East Capitol Street.]

JACKSON, MISS., June 19, 1914.

To the Officers and Members of the United States Industrial Relations Commission, Washington, D. C.

GENTLEMEN: The writer understands that your honorable body is to be called upon to investigate the strike of the union employees of the Illinois Central Railroad Co.

It is, and has been for several years, the opinion of the writer that the public in general would be materially benefited if the employees of common carriers were members of trade-unions for a number of reasons. First, that union men, as a class, are trained workmen and citizens of permanent places of abode; second, that in view of these facts they make more reliable workmen because of their desire to better their condition, acquire property, and maintain a permanent place in the social and religious affairs of the community in which they reside. Then, too, the nonunion workman as a rule is on the job to-day and gone to-morrow, and for that reason he does not take the interest in his work that the man who is permanently located will.

The writer is of the opinion that it would be to the interest of the business section along their lines if due consideration were given to the striking employees and proper adjustments made.

Yours, sincerely,

W. F. WEST.

[Percy L. Clifton, attorney at law, First National Bank Building.]

JACKSON, MISS., June 20, 1914.

INDUSTRIAL RELATIONS COMMISSION,
Washington, D. C.

GENTLEMEN: It has been a matter of much concern here that there has been a misunderstanding between the Illinois Central Railroad Co. and its employees, which has resulted in a strike.

This condition is more or less demoralizing and depressing to business and the general utility of the railroad itself.

When men who have seen long service in a particular employment are superseded by those who are comparatively inexperienced, the efficiency of service of the employer is bound to be more or less impaired by the change.

This community earnestly hopes that you may be able to arrange an amicable adjustment of the differences between the railroad and its former employees.

Very respectfully,

PERCY L. CLIFTON.

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[James R. McDowell, attorney at law.]

JACKSON, MISS., June 19, 1914.

INDUSTRIAL RELATIONS COMMISSION,
Washington, D. C.

GENTLEMEN: For two years or more there has existed some degree of demoralization owing to a strike among the employees of the Illinois Central Railroad. For a time the situation was acute, but things have quieted down for the past year. However, where so many men are thrown out of work because of misunderstandings between them and their employers, business depression must result. I think it is the desire of the people of Jackson that with your assistance the differences between the railroad company and their former employees may be amicably adjusted in a manner satisfactory to all parties.

Trusting that your good offices may bring results,

I am, yours, very truly,

JAS. R. McDOWELL.

[Schwartz Furniture Co., 200, 202, and 204 South State Street.]

JACKSON, MISS., June 15, 1914.

To the Industrial Relations Commission, Washington, D. C.

GENTLEMEN: I have been informed that you will soon take up the investigation of the strike (or lockout) on the Illinois Central Railroad Co., which has been on for nearly three years, which has hurt the strikers and the railroad to a great extent, but by far it has hurt the farmer and the merchant most, and all kinds of business in general throughout this section of the country; and although not familiar with the true facts of this great struggle between capital and labor, I should think that through your thorough investigations of all the facts that you will be able to bring this strike to an honorable end which will be satisfactory to both of the contending parties. The class of labor which the railroad has brought to this section of the country has proven a great loss to the business world in more ways than one; they are coming and going and not paying their debts before leaving. I have been in business here for over 30 years and the service that the Illinois Central Railroad Co. is giving to the public is worse now than what it was before it was known as the Illinois Central. The class of labor employed by the above road is such that it can not nor ever will bring it back to the high standard such as it was before the strike (or lockout), and now it is placed in your honorable power to bring this long-drawn-out controversy to a just settlement to all parties concerned, and which I am sure you will do.

Yours, truly,

SCHWARTZ FURNITURE CO.
A. H. S.

STATE NATIONAL BANK,
Jackson, Miss., June 16, 1914.

INDUSTRIAL RELATIONS COMMISSION,
Washington, D. C.

GENTLEMEN: We are taking the liberty of writing you in the matter of the strike of the railroad employees of the Illinois Central Railroad Co., which began here about two years ago.

We are informed that the inability of the railroad company and its employees to effect a satisfactory settlement of their differences has resulted in some demoralization of business in this community, and we would be very glad indeed to see some arrangement made by which a satisfactory settlement could be arranged.

Very respectfully,

L. M. GADDIS, Vice President.

[Howe & Howe, lawyers, John Hart Building.]

JACKSON, MISS., June 17, 1914.

To the Industrial Relation Commission:

GENTLEMEN: I have been connected very closely in my business interests with the handling of freight by the Illinois Central Railroad Co. from points in this State for about six years. Up to the time of the strike trouble in 1911, this

road was always very prompt in the handling of freight and reasonably efficient in the matter of the clerical work. Since that time there has been a marked difference. Nothing is certain now, and delays and inefficiency are in evidence everywhere in connection with the handling of the freight and freight bill at central points. I do not undertake to say what is the reason for this. I know that it is not like it used to be for some reason. This condition hurts both the railroad company and the shippers, and should be remedied.

Respectfully,

VIRGIL HOWIE.

[E. & S. Virden Co., groceries, dry goods, shoes, 516, 518, 520 East Pearl Street, 123 South State Street.]

JACKSON, MISS., June 19, 1914.

INDUSTRIAL RELATIONS COMMISSION.

GENTLEMEN: Referring to the recent strike of the Illinois Central Railroad employees in this section of Mississippi, we would suggest that you investigate the matter and see if satisfactory relations can not be established among the force.

We believe that union labor would work better in the interest of all parties concerned; that is, the railroad and the public.

A full investigation of the matter will reveal this fact.

We shall hope to learn of an early and satisfactory adjustment of the matters in question.

Yours, very respectfully,

E. & S. VIRDEN CO.

[Franshoff's Rockery, C. A. Franshoff, proprietor, China, glass, house furnishings, toys, dolls, and novelties, 234-236 East Capitol Street.]

JACKSON, MISS., June 18, 1914.

INDUSTRIAL RELATIONS COMMISSION.

Washington, D. C.

DEAR SIR: The strike of the employees of the freight department resulted in a great deal of inconvenience to the merchants at that time, and I was very much in hopes that the matter had been settled some time since, and I hope the investigation will result in a settlement of the matter, which will be to the better interests of the employees, the merchants, the railroads, and this section of the country.

Thanking you, I beg to remain,

Yours, very truly,

C. A. FRANSHOFF.

[L. C. Restaurant, Larkin & Sherwood, proprietors, Freeman Street.]

JACKSON, TENN., June 19, 1914.

UNITED STATES INDUSTRIAL COMMISSION:

GENTLEMEN: I have been requested to make a statement in regard to the effect the Illinois Central Railroad strike has had on business in Jackson, Tenn., and will say that it is my opinion that business is not and never will be as good as it was before the strike or not at least until this strike has been satisfactorily settled. We have a number of strike-breaking citizens that we are not at all proud of, and therefore there is not harmony along business lines as there was before the strike. Therefore we hope there could be something done to bring about a settlement between the Illinois Central and the men out on this strike.

Yours, truly,

LARKIN & SHERWOOD.

[Golden Eagle Clothing Co. (Inc.). Established 1882. 11-13 South Main Street.]

MEMPHIS, TENN., July 4, 1914.

Mr. FRANK COMERFORD,

Chicago, Ill.

DEAR SIR: It would severely tax human ingenuity to devise a clumsier and more expensive method than either the strike or the lockout for settling such differences as may arise between employer and employed.

10030 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

We need not refer to any one of a number of simpler and saner ways of composing controversies of this nature; but it may have a salutary effect upon those in authority on either side of such conflicts if the public at large calls attention in emphatic terms to the fact that strikes cause fearful havoc in that particular community and especially so in the case of merchants.

The Illinois Central Railroad strike has done Memphis more harm, perhaps, than any other calamity that has visited our town, and it will take years for many of us to recover lost ground even after the whole matter is adjusted to the satisfaction of both parties to the contest.

Let us hope that there may be no recurrence of such a misfortune in these parts.

Yours, very truly,

THE GOLDEN EAGLE CLOTHING CO.

[J. Shainberg, dealer in groceries, liquors, cigars, tobacco, dry goods, and notions, 113 McLemore Avenue.]

MEMPHIS, TENN., June 3, 1914.

Mr. JOHN WRAY,

Secretary Illinois Central Railroad Federation, 1022 Barton Avenue.

SIR: Am occupied in the grocery and dry-goods business on the corner of McLemore Avenue and Illinois Central Railroad crossing, and have been for the past 15 years. Being right in the heart of the railroad yards, it is but natural that the majority of the railroad employees should patronize me. But since November, 1911, my business practically has gone to nothing, I having fully lost 60 per cent of my trade. I also had a piece of property which stood vacant for 13 months, probably because no one wished to take the risk of opening a business near the railroad during such grave conditions.

Respectfully,

J. SHAINBERG,

113 McLemore Avenue, Memphis, Tenn.

[W. G. Ackermann, orchard, stock, and poultry farm, city office, 682 South Main Street, Memphis, Tenn.]

MEMPHIS, TENN., June 2, 1914.

Mr. JOHN WRAY,

Secretary Illinois Central Railroad Federation, 1022 Barton Avenue.

DEAR SIR: I have been engaged in the barber business at 682 S. Main Street for the past 20 years. Since October, 1911, and including the present time, my business has dropped off fully 50 per cent. I have made careful investigation and can truthfully say that the labor trouble with the Illinois Central Railroad is the direct cause. My business comprises about 75 per cent railroad men, and fully 50 per cent employed by Illinois Central Railroad. These men are out of employment and unable to patronize me. There are also a great many vacant houses in this neighborhood on account of this same trouble.

Respectfully, yours,

W. G. ACKERMANN.

[Criminal Court, Shelby County, Jerome E. Richards, clerk.]

MEMPHIS, TENN., July 29, 1914.

Mr. FRANK COMERFORD,

Attorney, Chicago, Ill.

DEAR SIR: Having been requested to give a statement as of the effect of the strike of the Illinois Central Railroad Co. shopmen, about September 30, 1911, on the city of Memphis, in a business as well as moral way, beg to state that, knowing a good many of the men involved, can state that a good many of them were forced to break up their homes and leave the city to seek employment elsewhere on other railroads, while others, on failure to find employment, were reduced to poverty; and, as a rule, these men formerly employed by the Illinois Central Railroad Co., who were forced on strike in defense of their organization, were property owners and taxpayers of this community, many of them being forced to take their children out of public schools and put them into the factories and mills in order to help support the family.

In regard to the men imported to fill the places of the strike men, they were a different class of men from the strikers, mostly transient, and could not be depended upon in a business way, and were of no benefit to this community.

The inability of the Illinois Central Railroad Co. to furnish proper service to our shipping and business interests was the cause of many losses, and resulted in a number of suits being filed for damages and loss of freight. I will state that I would desire very much to see an honorable and early adjustment of this strike reached, which would benefit the public at large served by the Illinois Central Railroad Co. in this city.

Very truly,

JEROME E. RICHARDS,
Clerk of the Criminal Court of Shelby County, Tenn.

[New York Life Insurance Co., 346 and 348 Broadway, New York. Darwin P. Kingsley, president.]

MEMPHIS, TENN., June 4, 1914.

Mr. JOHN WRAY,
Secretary Illinois Central Federation.

DEAR SIR: In response to your committee concerning the effect on local business on account of strike, will say that I have been engaged in the life insurance business here for 14 years, and had during the time of the union conditions been able to do quite a satisfactory business amongst the Illinois Central employees, but since the strike the class of people now employed are in the main floaters, people who could not assume an obligation to do anything, also a class who have no desire to do anything looking to a future provision to a dependent family, and I know personally that it has depreciated values in a very large section of the city at least 25 per cent; I mean, of course, real estate, and to change a large area of permanent home owners to a lot of floaters is very detrimental to the general welfare of any community; and I feel safe in saying it is one of the most deplorable happenings that has happened to this city since the yellow-fever epidemic.

Hoping you will finally succeed in your heroic struggle to uplift humanity, I am,

Very truly, yours,

W. A. WEATHERALL,
Special Agent New York Life, Box 1107.

[Tripp & Gardner, Pure Food Grocers, 176 Gilbert Avenue.]

MEMPHIS, TENN., May 25, 1914.

This is to state that my business fell off \$700 per month at the Illinois Central strike about three years ago, and has never recuperated from it.

I am in favor of settling this strike at any cost or sacrifice.

FRED TRIPPE.

[Office of Levi & Greif, distributors of dry goods, clothing, shoes, ladies' suits, millinery, lingerie, 106 and 108 South Main Street.]

MEMPHIS, TENN., July 31, 1914.

Mr. FRANK COMERFORD, *Chicago, Ill.*

DEAR SIR: Having been asked as to the effects of the shopmen's strike on the Illinois Central Railroad of September, 1911, in regard to business, we will state that it has affected our business very materially, as we enjoyed a good trade from the men formerly employed by the Illinois Central Railroad before the strike, and who have since been forced to leave the city and seek employment elsewhere. Therefore our business has never fully recovered to what it was previous to the strike.

We would desire very much to see some legislation enacted to prevent such strikes in the future.

Yours, very truly,

LEVI & GREIF,
Per L. LEVI.

10032 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

[The Toggery, gents' furnishings and high-grade tailoring, North Liberty Street.]

JACKSON, TENN., July 23, 1914.

J. F. McCREERY, City.

DEAR SIR: Relating to the conversation had with you this morning in regard to the effect the Illinois Central shopmen's strike of September 30, 1911, had on our business and on business in general in Jackson, I will state that previous to the strike we enjoyed a fine trade from the men in the shops, but since then, on account of these men being forced to break up their homes in this city and to seek employment elsewhere, our business has been very materially affected. The class of men that is employed is no benefit to our business, as they are of such a character that we can not open an account with them. I can state the strike has been very effective in the city of Jackson. I would desire very much to see some adjustment made and a reestablishment made of the conditions in Jackson that previously existed before the strike which would benefit the business more than anything that could be done at the present time.

Very truly,

THE TOGGERY.
G. H. ROGERS.

[McCall-Hughes Clothing Co., C. C. McCall, president; T. G. Hughes, secretary-treasurer.]

JACKSON, TENN., July 24, 1914.

Mr. J. F. McCREERY,
Jackson, Tenn.

DEAR SIR: Relative to our conversation this morning as to the effect of the recent Illinois Central strike.

Will say that in our opinion this strike has had a very depressing effect both upon the business and social life of Jackson. The men formerly employed by the Illinois Central Railroad who are involved in this strike consists very largely of members of our best families. A great many of these men have had to seek employment elsewhere, which is a loss to the business and social life of our city.

In our opinion a large percentage of the men employed to take the places of the strikers are transients and only live here a short length of time, which, of course, makes them of very little value as citizens. If a way can be found to settle this controversy and to avoid future strikes it will be of untold benefit to the business and social life of our city.

We trust that this condition may be brought about at an early date.

Yours, respectfully,

McCALL-HUGHES CL. Co.
II.

[Thos. C. King, grocer, 1401 Dryades Street, member of the Retail Grocers' Association, New Orleans, La.]

JULY 21, 1914.

The UNITED STATES INDUSTRIAL COMMISSION.

GENTLEMEN: The writer has been engaged in the retail grocery business for over 25 years in this city and during that time does not remember any occurrence that caused more suffering than the strike on the Illinois Central Railroad system a few years ago.

I believe that some means should be devised by national legislation to prevent such disputes that cause great loss to the employer, merchant, and the employees, and also invariably great suffering to the employees and their families.

Respectfully,

THOS. C. KING.

[Thos. F. Fuge, dealer in fancy and staple groceries, corn, oats, and grain, foreign and domestic wines and liquors, corner Magazine and Octavia Streets.]

NEW ORLEANS, LA., July 23, 1914.

UNITED STATES INDUSTRIAL COMMISSION.

GENTLEMEN: Being actively engaged in the retail grocery business in New Orleans, and having a large trade with the former employees of the Illinois Central Railroad, I am in a position to say that it has worked a great hardship

upon the business community, to say nothing of the hardship suffered by the men and their families.

I feel that the community at large would be benefited by the settlement of this long-pending struggle.

Trusting you will give this matter due and favorable consideration, I am,

Very truly, yours,

THOS. F. FUGE.

[Office of the Retail Grocers' Association, owners and publishers of "The Louisiana Grocer," 209 Metropolitan Bank Building.]

NEW ORLEANS, June 17, 1914.

UNITED STATES INDUSTRIAL COMMISSION.

GENTLEMEN: Being actively engaged in the retail grocery business and doing a large shipping business throughout the southern territory I am thoroughly acquainted with the situation resultant from the strike on the Illinois Central Railroad.

I am also president of the above organization and voice the sentiments of my fellow merchants when I say that the above strike has worked a great hardship on us, and I am of the opinion that if same were settled it would be of inestimable value to the local merchants as well as to the road itself.

Trusting that you will give this matter due consideration and act favorably on same, I am,

Very truly, yours,

E. F. LYONS,
President the Retail Grocers' Association.

[Louis Spori, ladies', gents', misses', and children's shoes, Dauphine Street and Lafayette Avenue.]

NEW ORLEANS, LA., July 16, 1914.

UNITED STATES INDUSTRIAL COMMISSION.

GENTLEMEN: I am a shoe merchant of New Orleans, La., for the past 20 years, and I am satisfied that the strike on the Illinois Central Railroad has harmed other merchants as well as myself. I believe that if the strike was settled it would benefit the retail trade in general. I would be glad if your committee could bring about a settlement.

Yours, very truly,

LOUIS SPORI.

[Southern Illinois Cigar Co. Wholesale cigars, pipes, and tobacco.]

CENTRALIA, ILL., May 23, 1914.

ROY HORN:

As per your request we are furnishing you with statement as to our opinion of the effects of the Illinois Central strike. The writer's business brings him in personal contact with practically every retail merchant in Centralia, and naturally I am familiar with their opinion. Almost without exception the strike has been a detriment to business in Centralia. The mechanics now employed are not considered good credit risks, and naturally they being to a large extent without families they spend their money in channels that do not do the merchants much good.

Yours, truly,

SOUTHERN ILLINOIS CIGAR CO.,
Per L. PEIFER, Manager.

[Lender's, Lender & Lender, Centralia, Ill. Fancy groceries.]

CENTRALIA, ILL., May 14, 1914.

ROY HORN:

SIR: In answer to yours of recent date and in compliance with your request as to trade conditions since the men went out on a strike two years ago will

10032 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

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THOS. F. FUGE.

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Yours, truly,

SOUTHERN ILLINOIS CIGAR CO.,
Per L. PEIFER, *Manager.*

[Lender's, Lender & Lender, Centralia, Ill. Fancy groceries.]

CENTRALIA, ILL., May 14, 1914.

ROY HORN:

SIR: In answer to yours of recent date and in compliance with your request as to trade conditions since the men went out on a strike two years ago will

10036 REPORT OF COMMISSION ON INDUSTRIAL RELATIONS.

PETITION OF CITIZENS COMMERCIAL ASSOCIATION TO ILLINOIS CENTRAL RAILROAD CO. AND SYSTEM FEDERATION OF RAILWAY EMPLOYEES.

JANUARY 2, 1912.

Mr. C. H. MARKHAM,

President Illinois Central Railroad Co., Chicago, Ill.

DEAR SIR: You will find inclosed herewith a petition addressed to your company and to the System Federation of Illinois Central Railroad shop employees. The subscribers thereon are representative business men of Freeport, and the bulk of them are patrons of the Illinois Central Railroad. We trust it may receive due consideration from you and that it may be instrumental, at least in part, in bringing your road and the federation together to your mutual advantage.

Trusting a settlement may be effected in the immediate future, we are,

Yours, very truly,

CITIZENS COMMERCIAL ASSOCIATION,
_____, Secretary.

To the Illinois Central Railroad Co. and to the federation of shop employees lately employed by said company:

We, the undersigned business men of the city of Freeport, deploring the present strike upon the Illinois Central Railroad, detrimental as it is to our business, do respectfully ask both sides to this unfortunate controversy to make an effort to settle this trouble. We do not desire to take sides in this matter, but we believe that it would be to the best interests of everyone if each side gave in a little so that the employer and the employees might get together on the common ground of mutual concession and end this strike.

Stukenberg & Borchers; John Vaupel; Michael Scheldt; George Ennenga; Balles Bros.; Bokemeier & Kaney, Wagner Furniture & Undertaking House; Geo. G. Luebbing; Hermesmeyer Bros.; Christian Fuss, Freeport Trust & Savings Bank; Riley & Wheat; Lilly & Foss; J. Schrenkler & Cahill; John Wagner; Freeport Hardware Co.; Chas. H. Straub; Aug. Kluth, contractor and builder; Otto Wagner, office supplies; O. T. Smith, superintendent Freeport Water Co.; A. C. Wanner, jeweler; H. H. Kuhlmeier, shoe dealer; E. F. Sheridan; H. J. Moogk, druggist; Steffen & Seyfarth, hardware; Derby & Snyder, grocers; M. L. Parker Co., plumbing and heating; G. V. Armour, manager People's Market; John Hea, music and machines; E. F. Ryan, sewing machines; T. S. Ryan; R. C. Hudson, barber shop; Cramer & Luecke, merchants; New York Hotel; Wm. Oldendorf, brewery; Rubenstein Co., dry goods; H. J. Hayner, grocery; Fred H. Seitz, grocery; J. F. Ross, merchant; Frank Lohr, harness and saddlery; John Schwarz & Sons, paints and paper; Geo. A. Stemm, pianos; Frank B. Koenig, furniture and undertaking; Robt. Luecke, clothing, boots, and shoes; Fred Rode-melr, merchant; W. H. Brandt & Co., merchant; E. A. Blust, merchant; Schmich & Riordan, merchants; Genant & Luedeking, hardware merchants; C. G. Schoeffel, grocery; Sluiter & Brauer, paints; G. Evers; R. S. Schwarz, merchant; F. J. Morrell, merchant; F. R. Roe & Co., commission company; S. Ortmeyer, boots and shoes; C. P. Guenther & Co., druggists; O. H. Rotzler, insurance; Kuehner Bros., furniture dealers; Freeport Wholesale Grocery Co.; Paris Dye Works; Lichtenberger Bros.; A. H. Drenner, shoes; Merck & O'Brien, meat dealers; John Schpeckler, flour and feed; J. G. Hayes, livery; George Edler, tinner; Fred Wedkemper, clothing company; J. Pfender & Son, flour and feed; A. F. Wagner, insurance; S. W. Spencer, harness; John Buss, 75 Galena Street; O. H. Neiman, machine shop; W. H. Wagner & Sons, printers and publishers; Arthur J. Bauscher, wholesale flower market; George F. Hoffman, saloon; H. A. Rotzler, jeweler; Chas. F. Johnson, druggist; J. E. Hellmann, New Idea Quilter Co.; J. F. Cramer, grocer; F. A. Schulz, fruit merchant; F. A. Raubenheimer, barber; S. L. Friedly; Geo. Tinsley; Geo. Burkhart; Wm.

Molter; Wachlin & Pfeiffer Bros.; Wm. A. Mann; S. Art & Book Shop; H. D. Zoller, Troy Café; H. Schulte; Blachschlager & Goldman; German Bank; L. R. Jungkunz; E. Bengston; Straub & Nohe; Brokhausen & Hill; Winslow & Co.; Anton Diefenthaler; Wm. F. Jungkunz; J. Billig; A. H. Tempel's Sons; A. W. Schulz, manager Union Pacific Tea Co.; M. B. Considine; A. W. Ford; Zimmerman & Reiter; C. F. Bender; J. A. Kinsella; A. J. Robson; Geo. F. Eichorn; Williams & Beckmire; W. O. Buch; Jos. Emmert; Jacob Weiss; John A. Wolf; Miller, Jourden & Carroll; Emerick & Barrett; Wm. Walton Nephews; M. Summers; F. A. Read; Huss & Irvin; Brown & Dollmeyer; Burrell Bros.; Specialty Shoe Co.; H. A. Huenkemeier; Welch & Hartman; Angelos & Dickos; Seppis & Paulos; Wm. O. Wright & Co.; Jas. R. Cowley; D. B. Breed; Geo. F. Swarts; J. S. Harpster; Wagner Bindery, Oscar Wagner, proprietor; Hoefler Manufacturing Co.; Baier & Ohlendorf, brewers; The B. P. Hill Grain Co.; Guyer & Calkins Co.; Whiteside & Co.; Will L. Boeke; C. J. Dittmar; M. C. Steffen; A. J. Clarity; C. D. Cramer; John Bruce; Dr. M. M. Baumgarten; J. A. Poling; Franz Bros. Brewing Co.; Chas. D. Franz; Schmich Bros.; Dorman & Co.; Schrader & Scheffner; W. H. Shons, per F. M. C.; Scott Deaner; J. E. Hamlyn; Geo. E. Maurer; Frank Kleckner; Geo. Kendall.

CITY CLERK'S OFFICE,
Freeport, Ill., July 21, 1914.

To the Industrial Relations Committee:

GENTLEMEN: As a citizen and city clerk of the city of Freeport, Ill. I wish to bring to the attention of your honorable body for consideration and action the conditions prevailing as a result of the labor war which has been carried on for nearly three years by the Illinois Central Railroad Co. against its former employees.

Not being fully informed, I will not attempt to explain same, but as to conditions resulting therefrom I wish to say that not only the men concerned directly, but the business men and citizens generally, have sustained heavy losses.

Their losses have been caused partly by the fact that honest, hard-working men have been replaced by those who will evade payments of all bills possible, this entailing a double loss and partly by delayed or damaged goods owing to the demoralized conditions of the road.

As a citizen of Freeport and of the United States, and being vitally concerned in the welfare of this community, I can not urge upon you too strongly to give this matter your earliest and most rigid investigation, with a view to an early termination of the trouble.

Very truly, yours,

WM. H. GOFF,
City Clerk, City of Freeport.

BROTHERHOOD RAILWAY CARMEN OF AMERICA,
Paducah, Ky., July 16, 1914.

Mr. FRANK COMERFORD,
Attorney, Chicago, Ill.

DEAR SIR: Inclosed you will find a few question sheets filled out by a few stragglers I ran across.

Congratulations on your success of securing a change of venue for Brother Person's trial.

J. F. McCREERY.

Inclosed statements made by business men and city officials in Centralia, Ill., five in all. I expect to secure more from that city later on. I find that some are willing to make statements, while others acknowledge that the strike has been very disastrous to their business, but when you ask them to make a statement they balk. I think this is on account of their fear that when the I. C. found that they had made a statement that they would be discriminated against.

Following is a statement I secured from Brother Haun, our picket at Centralia: Men working before lockout, 525; came out September 30, 1911, 98 per

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cent; number in Centraalia now, 90; left Centraalia to secure employment, 435; homes broken up on account of men having to leave, 350. We also find that a good many of the men shipped into Centraalia to take the place of the men locked out did not know that there was any trouble of any kind. They were told that no trouble was on.

I instructed the men in regards to filling out question blanks and sending them to your office. I also met with some of the miners in that city, and they told me that they would get up a statement as to their losses caused by being out of employment on account of not receiving sufficient cars to keep them employed.

For any further information desired from Centraalia, Ill., write William Haun, 502 South Maple Street. He has been on the job there ever since the inception of the strike and an employee of the I. C. for 25 years previous.

Before reaching Centraalia I stopped over at Champlain and secured the following information from George Riley, our picket there: Men working at Champlain before September 30, 1911, 100; men now working, between 100 and 125.

As Brother Haun is to cover Champlain later on I did not stay over to get statements. I next visited Cairo and Mounds, Ill. There were only a few men working at Cairo at time of lockout. Cairo was not very much affected, but business in Mounds, 9 miles from Cairo, is dependent on the employees of the I. C. shops. There was a force of 500 men before September 30, 1911; 96 per cent of these men were white men. At the present time the negroes compose at least 60 per cent of the crew of 500 now employed.

I find that the special agents and gunmen brought in here during the strike were very active in trying to stir up trouble, and on several occasions strikers caught out by themselves were beat up, and on one occasion one of the strikers was forced to kill one of these gunmen in self-defense. He was exonerated. I was told while in Mounds that gunmen had killed men in the yards at night and that no arrests were ever made; also that gunmen were continually having trouble with the city police. On another occasion a striker was shot in the leg by one of the men employed in the shops. I found that there was a great deal of suffering and poverty caused by the strike or lockout, and that one striker and his wife and son committed suicide, supposedly over worry at being out of work and unable to provide for themselves.

As to the lawlessness in Mounds caused by the gunmen, I would refer you to Charles Waldbridge and Harry Cole, police at Mounds all through the strike until lately. I am inclosing a statement from the mayor of Mounds, and will have several more to send in later on. I find that the merchants are not willing to make statements, as they now are having to depend almost entirely on the men now working in the shops, as all of the former employees were forced to leave to secure work elsewhere, with but few exceptions. I think that some very damaging evidence will be given in the question sheets from these men that are now in Mounds and also from those that were forced to leave there.

For further particulars write to John Waldbridge, Mounds, Ill.

I am in Paducah, Ky., now, and expect to get some damaging evidence, as I have a good many statements promised me by men that I have been able to see on my other visits here. From here I will go to Princeton, Ky., and from there to Central City, Ky., where I will be able to get evidence from miners and others who went to court for damages sustained caused by the inability of the I. C. to furnish cars.

Frank, I think that there should be some form for us to fill out, covering our visits at the different points. In that way we would not overlook anything.

Hoping to hear from you soon, I am,

Faternally,

J. F. McCREERY.

MOUNDS, ILL., July 14, 1914.

MR. FRANK COMERFORD,
Attorney at Law, Chicago, Ill.

DEAR SIR: The effect of the shopmen's strike or lockout on the moral, social, and business relations of our city and community has been deplorable indeed. It has caused many of our best citizens to be thrown out of employment. It has caused others to leave their happy homes and loved ones and go into strange and far-off fields to seek new employment, or perhaps fall in the effort to begin life anew.

The old line-up of boys in the employ of the I. C. R. R. Co. at the time of the walkout could not have been improved on anywhere in the civilized world. All departments here were filled by good, honest, sober, industrious boys fresh from the rural districts, who were loyal to their convictions and true to their company's interests. Those boys are just as firm and loyal to their convictions of right to-day as they were on September 30, 1912, and if this great struggle could be settled with credit and honor to all parties concerned, I feel confident that the boys would all return to their former positions with new zeal, and the I. C. system would be stimulated into new business life.

On the other hand, the class of men imported into this city by the railroad company were failures from the start and up to the present time. They only stay and barely fill the places for a few days and then they run off, or are garnisheed, or come before some justice of the peace and sign over what little wages are coming to them and are gone to try and insinuate themselves into the job of some honest toiler at some other place.

These two classes of men can never live and work side by side in the same town and build up its interests until there is a settlement, once for all, of these great questions.

Hoping that these great issues may be brought before the board of arbitration and that a speedy and impartial settlement may be had, I am,

Yours, very truly,

E. C. FLETCHER, Mayor.

MOUNDS, ILL., July 14, 1914.

Mr. FRANK COMERFORD,
Attorney at Law, Chicago, Ill.

DEAR SIR: Having been asked to give a statement as to the effect the shop-men's strike or lockout on the I. C. R. R. has had on the business and morals of Mounds, I will state that I am a barber and that my business has decreased 50 per cent since the strike or lockout; and as to the moral effect on the city I will state that the moral standing of Mounds to-day is nothing compared to what it was before the strike or lockout September 30, 1911. The men involved were all good citizens of Mounds, on whom the entire business interest of the city depended for the support of their business. The majority of these men were forced to break up their homes and go elsewhere to secure employment. The men brought in here by the I. C. to take the places of the men locked out were an entirely different class of men as far as moral character is concerned, which is proven by the reign of lawlessness that took place immediately upon their arrival. Several killings took place here in Mounds. I would very much desire to see a settlement reached whereby the old employees could return and reestablish their homes in Mounds again.

WALTER ADAMS.

[L. H. Reed, druggist, 118 South Locust.]

CENTRALIA, ILL., July 11, 1914.

FRANK COMERFORD, Attorney.

DEAR SIR: I am of the opinion that the Illinois Central strike in Centralia, Ill., has not been for the best interests of either the citizens of Centralia, the strikers, or the Illinois Central Railroad Co. As to the effect produced thereby, because the citizens and business men have felt the strike in a commercial and social way, I am of the opinion that some method or remedy ought diligently to be sought by which such strikes could be prevented, and the matters settled amicably and by committees, or in some manner that loss of time, money, property, occupations, profits, dividends, and earning power generally could be averted.

Respectfully submitted.

L. H. REED.

[Famous, clothing and gents' furnishings.]

CENTRALIA, ILL., July 11, 1914.

Mr. FRANK COMERFORD,
Attorney at Law, Chicago, Ill.

DEAR SIR: Ever since the strike or lockout September 30, 1911, we have noticed a marked decrease of about 40 per cent of our business, and we accredit

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it to the above cause. Before the lockout the shops were filled with a different class of men from what they have been since, which our police records will prove. They have revolutionized the business standard of our community as to business methods, as no dependence could be placed with the majority of the men who have replaced the men locked out, who were our citizens. From a moral as well as a business standpoint it would be very desirable if an honorable agreement between the company and the men could be reached.

WM. BENJAMINSON.

[Homer Gillett & Co., clothiers, 214 East Broadway.]

CENTRALIA, ILL., July 10, 1914.

Mr. FRANK COMERFORD,
Attorney at Law, Chicago, Ill.

DEAR SIR: Having been asked to give from my own observation the effects of the shopmen's strike or lockout has had on business and morals in the city of Centralia, Ill., I will state that the effect has been very disastrous to me and my business, from the loss of trade due to the men being out of employment.

These men before the strike or lockout composed a large part of the citizenship of this community, a good many of them owning their own homes, and were taxpayers having their children in the public and private schools of the city, and on account of being thrown out of work and unable to secure work in the city were forced to break up their homes and move to other cities where they were able to secure employment, and in this way the effect on the business interest of the city was disastrous.

The class of men brought in here by the railroad to fill the places of the men who were out were altogether a different type of men, a good many of them being undesirable from a moral viewpoint, and have been of very little good to us from a business standpoint; as they spend very little of their money in Centralia, but get passes from the company and go to other cities and make their purchases.

I would very much desire to see some kind of a settlement of the differences between the railroad and the men brought about and thereby reestablish the harmonious relation that formerly existed, which would enable these men that were forced to leave Centralia to secure employment, to return to the city and reestablish their homes, which would greatly benefit the city from a business and moral standpoint.

HOMER GILLETT & Co.

[Wm. Gordon Murphey, lawyer.]

JULY 11, 1914.

To whom it may concern:

I am of the opinion that the Illinois Central strike in Centralia, Ill., has not been for the best interests of either the citizens of Centralia, the strikers, or the Illinois Central Railroad Co., as to the effects produced thereby, because the citizens have felt the strike in a commercial and social way, the strikers have felt it in financial and many other ways, and the railroad company has felt it in money matters and inconvenience.

I am of the further opinion that some method or remedy ought diligently to be sought by which such strikes could be prevented and the matters settled amicably and by committees, or in some manner that loss of time, money, property, occupations, profits, dividends, and earning power generally could be averted.

Respectfully submitted.

W. G. MURPHEY.

E. L. WATTS, Chief of Police.

[Vass & Brocker, wholesale cigars and tobacco, 110 North Locust Street.]

CENTRALIA, ILL., July 11, 1914.

Mr. FRANK COMERFORD,
Attorney at Law, Chicago, Ill.

DEAR SIR: Having been requested to give, from our own observation, the effect the shopmen's strike or lockout has had on business morals in the city

of Centralia, Ill., we will state that the effect has been very bad on our business, from the loss of trade due to the men being out of employment.

The men who were formerly employed in the shops here, or a large part of them, were reared here. We knew them from their boyhood, and knew whom we were dealing with; knew they could be trusted. A great number of them owned their homes, hence took a pride in the upbuilding of our community. On account of being thrown out of work, these men were forced to seek work elsewhere, disposing of their homes in many instances at a sacrifice, this having a tendency to hurt real estate values and otherwise injuring business generally. In our own case, being cigar manufacturers, we had spent years building up our business through the friendships we had formed with the shopmen. Since the strike these men have left Centralia, leaving us practically where we were when we began business many years ago. We simply mention this in our case, believing the same condition applies to the other business men of Centralia.

The class of men brought here by the railroad to fill the places of the old employees are a different class of men, most of them being of that floating type who stay at no place for any length of time, some of them being undesirables from a moral viewpoint, and have done us but very little good from a business point of view.

We would very much desire to see some kind of settlement between the railroad and the old employees made whereby they may return to Centralia and take up their old positions with the company and again become citizens of our city. If this could be done, we firmly believe the railroad, the business men, and the old employees would be mutually benefited.

With the wish that this long-drawn-out strike will soon be adjusted, we are,

Very truly,

VASS & BROEKER.

[The S. & S. Meat Market, choice fresh meats, sausages, etc., 133 South Locust Street.]

CENTRALIA, ILL. May 14, 1914.

GENTLEMEN: The strike of 1911 has affected our local business very much. We wish that some agreement could be made so the men could go back to work. If we at any time can be any service to you in regards to a settlement we will willingly do our part.

Respectfully, yours,

SCHUCHMANN & SANDERS.

BELL EXHIBIT.

ILLINOIS CENTRAL RAILROAD CO.,
Chicago, April 23, 1915.

Mr. LEWIS K. BROWN,
Secretary United States Commission on Industrial Relations,
Transportation Building, Chicago, Ill.

DEAR SIR: Complying with your request of the 14th instant for certain information which I undertook to furnish at the time I gave oral testimony in this case, I beg to comply with your request, as follows:

First. I submit herewith a statement showing the ruling rates of pay to all mechanical employees at the time of the strike, this being marked "Exhibit 1" to my testimony. I also append as "Exhibit 2" a statement showing the rates of pay applying to shop clerks at the time of the strike. These rates are now precisely the same as they were at the time of the strike, there having been no increases or decreases since September, 1911. These rates were those which prevailed after the increase put into effect in the early part of the year 1910.

Second. I ask to be excused from furnishing a statement as to acts of violence which interfered with the operation of the railroad, since all these were carefully collected by the different departments and were read into the record by President Markham in his testimony. Any information which I might collect from my files would be a mere duplication of this statement. Mr. Markham's testimony was based upon information furnished by this office as well as other departments of the railroad.

Third. I append to my testimony, as "Exhibit 3" thereto, a statement showing the details of a shop-craft meeting held in the office of the shop superintendent at Burnside on March 31, 1915. This shows the names of the com-

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mitteemen present and indicates the character of the discussion. These meetings are held pursuant to a circular issued November 20, 1911, by the then general superintendent of motive power, a copy of which is herewith appended, marked "Exhibit 4." I may say that this statement is a sample of the character of meetings which are held from time to time at the various shops located on the Illinois Central system.

I believe this covers all the matters mentioned by you in your letter.

Very truly, yours,

R. W. BELL,
General Superintendent of Motive Power.

Exhibit 1.

RULING RATES OF PAY PER HOUR, MECHANICAL DEPARTMENT.

Occupation.	Burnside.	Centralla.	Mattoon.	East St. Louis.	Clinton.	Freeport.	Waterloo.
Machinists.....	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39
Machinists' handymen.....	.25-.30	.25	.25	.25	.25	.25-.30	.25-.30
Machinists' helpers.....	.21½	.18½	.18	.19	.20	.19	.20
Blacksmiths.....	.39-.42½	.39-.41	.30-.40	.39-.40	.39-.40	.39	.39-.40
Blacksmiths' handymen.....	.27-.28			.25	.29		
Blacksmiths' helpers.....	.26	.20½	.21	.21½	.20½	.21	.21
Boiler makers.....	.40	.39	.39	.39	.39	.39	.39
Boiler makers' handymen.....	.27-.30	.25	.25	.25	.28-.30	.25-.30	.25-.30
Boiler makers' helpers.....	.26½	.19½	.20	.22	.20½	.20	.21
Steamfitters and pipeman.....	.37	.32		.34½	.35	.34	.34½
Steamfitters' helpers.....	.22½			.19½	.19½	.19	.19
Painters, locomotive.....	.28½	.25	.25	.27½	.26	.28	.27½
Painters' helpers, locomotive.....	.21½	.20	.17		.18	.19	.18½
Painters, car.....	.31½	.25	.20	.27½	.20	.23	.26
Painters, car, helpers.....	.22½	.20					
Tinners and coppersmiths.....	.30	.31½	.34½	.34½	.35	.32	.32½
Tinners' and coppersmiths' helpers.....	.22			.19½			
Laborers, locomotive.....	.16-.19	.16	.17	.15	.18	.16½	.17½
Engine dispatchers.....	.25	.20	.20	.24	2.20	.21	.21
Coach carpenters.....	.31½		.27½	.27		.31	.28½
Freight carpenters.....	.21	.25	.25	.27	.25	.25	.26
Carpenier helpers.....	.21	.20	.20	.20	.20	.20	.20
Car repairs.....	.19	.18-.19	.18	.17	.19	.16	.18
Car cleaners.....	.21	.20	.18	.20	.19	.20	
Car oilers.....	.19	.18	.18	.17	.18	.17	.18

Occupation.	W. Valley.	Jackson.	McComb.	Memphis.	Paducah.	Vicksburg.
Machinists.....	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39
Machinists' handymen.....	.20-.25	.25	.25	.25	.28-.30	.20-.25
Machinists' helpers.....	.12	.12½	.14-.15	.16	.16-.18½	.15
Blacksmiths.....	.39-.42	.59	.30-.42	.39-.42	.39-.41	.39
Blacksmiths' handymen.....	.25	.25-.30	.29		.25	.25
Blacksmiths' helpers.....	.17½	.18½	.18	.20	.16-.21	.19
Boiler makers.....	.39	.39	.39	.39	.39	.39
Boiler makers' handymen.....	.20	.21	.25	.25	.25	.25
Boiler makers' helpers.....	.15	.17½	.16	.15-.17	.16-.19½	.18½
Steamfitters and pipeman.....	.37	.37	.34½	.39	.34	.34½
Steamfitters' helpers.....	.17½	.30	.14½	.16-.19	.17-.18½	
Painters, locomotive.....	.29	.30	.30	.31	.28	.31
Painters' helpers, locomotive.....	.14	.12½		.16		.15
Painters, car.....	.23½	.28	.22-.26	.28	.26	.31
Painters, car, helpers.....	.15			.17½	.21	.15
Tinners and coppersmiths.....	.37	.37	.37	.39	.33	.34½
Tinners' and coppersmiths' helpers.....						.15
Laborers, locomotive.....	.12	.12½	.14-.15	.14½	.16	.14½-.15
Engine dispatchers.....	.20	.16	.25	.23	.23½	.21
Coach carpenters.....			.32½	.28		
Freight carpenters.....	.25-.27½	.25	.23½-.26	.25	.25	.24-.25
Car repairs.....	.20	.20	.20-.23½	.20	.20	.15-.17½
Car cleaners.....	.12	.13½	.15	.17½	.16	.16
Car oilers.....	.20	.20	.18½-.20	.20	.16	.18
Laborers, car.....	.12½	.13½	.15	.14	.16	.15

1 Colored.

Chicago, October 3, 1914.

Exhibit 2.

RATES OF PAY PER MONTH OF SHOP CLERKS.

Occupation.	Burnside.	Centralia.	Mattoon.	East St. Louis.	Clinton.	Freeport.	Waterloo.
Chief clerk.....	\$130.00	\$100.00	\$90.00	\$100.00	\$100.00	\$100.00	\$110.00
Assistant chief clerk.....	95.00						
Chief accountant.....	100.00	80.00	* 70.00	80.00	75.00	80.00	80.00
Assistant chief accountant.....	95.00	75.00	65.00	75.00	55.00	75.00	65.00
Assistant chief accountant.....	80.00						
Assistant chief accountant.....	75.00						
Car clerk.....	85.00	60.00	50.00	75.00	72.50	65.00	60.00
Engine clerk.....	80.00	55.00		65.00			70.00
Statement clerk.....	70.00						55.00
Stenographer.....	60.00	55.00	45.00	65.00	60.00	55.00	55.00
Stenographer.....	55.00						
General foreman, locomotive clerk.....	85.00	65.00			50.00	50.00	
General foreman, car clerk.....	85.00						
Timekeeper, locomotive department.....	80.00	75.00	55.00	70.00	70.00	65.00	60.00
Timekeeper, car department.....	80.00	75.00		70.00	55.00		
Assistant timekeeper, locomotive department.....	65.00				60.00	60.00	
Assistant timekeeper, locomotive department.....	65.00						55.00
Messenger.....	33.00	30.00					
Piecework, checker, car.....	65.00	65.00	65.00	65.00	65.00		
File clerk.....	75.00	55.00		65.00			

Occupation.	W. Valley.	Jackson.	McComb.	Memphis.	Paducah.	Vicksburg.
Chief clerk.....	\$100.00	* \$100.00	\$100.00	\$115.00	\$115.00	\$120.00
Assistant chief clerk.....		75.00				90.00
Chief accountant.....	80.00	85.00	90.00	90.00	85.00	85.00
Assistant chief accountant.....	75.00	70.00	80.00	80.00	75.00	75.00
Car clerk.....	50.00	60.00		60.00	65.00	60.00
Engine clerk.....	75.00	60.00	75.00	90.00	65.00	60.00
Statement clerk.....					75.00	
Stenographer.....	60.00		65.00	65.00	70.00	55.00
General foreman, locomotive clerk.....		65.00	52.50	60.00		65.00
General foreman, car clerk.....	80.00		75.00	75.00		
Timekeeper, locomotive department.....	75.00	75.00	67.50	80.00	65.00	70.00
Timekeeper, car department.....	* 65.00		62.50	65.00	57.50	65.00
Assistant timekeeper, locomotive department.....	65.00			65.00	57.50	
Piecework, checker, car.....			75.00	75.00	75.00	
File clerk.....	65.00		50.00	65.00	52.50	55.00

Chicago, Ill., April 19, 1915.

Exhibit 3.

SHOP CRAFT MEETING HELD IN OFFICE OF SHOP SUPERINTENDENT.

Names of parties attending.	Recommendations for improvements to be made, all sorts.	Action taken on such matters not requiring further approval.
L. A. North, shop superintendent.	BURNSIDE ROADHOUSE, MAR. 31, 1915.	
Walter Pivrybyski, boiler shops.	The last five meetings report was made that plank on the west side of track in mid-way boiler shop in need of repairs.	Refer to B. & B. department.
Wm. Jeffrey, blacksmith shops.	1. Frame hammer die in need of attention; also foundation to frame steam hammer in need of attention. 2. Hammer dies in need of attention. 3. Roof in leaking condition. 4. Ventilation in blacksmith shop very poor. Suggestion was made to apply a suction duct and that arrangements be made to furnish the blacksmith shop with a good grade of fuel oil, in order to overcome excessive smoke, which is brought about by poor grades of fuel oil.	1. Refer to general foreman, locomotive department. 2. Refer to general foreman, locomotive department. 3. Refer B. & B. department. 4. For your recommendations.

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Exhibit 3—Continued.

SHOP CRAFT MEETING HELD IN OFFICE OF SHOP SUPERINTENDENT—Continued.

Names of parties attending.	Recommendations for improvements to be made, all sorts.	Action taken on such matters not requiring further approval.
Emil Telstrom, machine shop, machine side.	Last five meetings report has been made of bad conditions of floor machine side, machine shop. Should be given attention.	Refer B. & B. department.
Louis Burgoin, machine side, erection shop.	1. Skylights in need of repairs. 2. 4 electrical driven emery wheels and 4 upright drill presses, capacity up to 1/2 needed for gangs on the erecting side.	1. Refer B. & B. department. 2. General foreman, locomotive department.
C. Abberger, locomotive tin shop.	The last five meetings it was reported that the windows were badly in need of repairs. Should receive attention.	Refer to B. & B. department.
C. Cook, passenger tin shop...	Leak in roof near toilet should be taken care of.	Refer to B. & B. department.
Alex Raigo, locomotive paint shop.	O. K. At the last five meetings report was made that windows were badly in need of repairs. Nothing has been done.	Refer to B. & B. department.
Joseph Janer, passenger paint shop.	New horses needed in this department....	Refer general foreman, car department.
Archie King, passenger shop..	O. K.	
James Yeoman, passenger pipe shop.	New horses needed for this department, to be stenciled passenger pipe shop.	Refer general foreman, car department.
Peter Fuestien, upholster shop.	Shades needed on south windows of the passenger shop in the pipe gang. Leaky roof in need of repairs. Reported at the last five meetings. Nothing done as yet.	Refer general foreman, car department. Refer B. & B. department.
G. Peterson, carpenter, tab shop.	Concrete floor was recommended for the shop to replace old board flooring, which is in need of repairs.	Refer B. & B. department.
Ansol Jacobson, freight shop..	Floor near glue pot steam table badly in need of repairs. Floor in general in need of repairs. Window ropes in need of attention, third report. Old and new. Roof in old freight shop in leaky condition. Windows in need of attention. Floor in need of repairs.	Refer B. & B. department. Refer B. & B. department. Refer B. & B. department. Refer B. & B. department.

SHOP CRAFT MEETING HELD IN OFFICE OF MASTER MECHANIC, ILLINOIS DIVISION

	BURNSIDE ROUNDDHOUSE, MAR. 10, 1915.	
J. J. Casey, general foreman; Chas. Hawkins, machinist; Jas. B. McDonald, machinist helper; Alex Rago, No. 1, boiler washer; John Demeter, handyman; Toney Testaline, pipefitter; Andrew Creighton, laborer.	Attention called to vibrating of steam and water piping in south house, also requested that electric light be placed over portable lathe in south house. Attention called to condition of doors and windows of north roundhouse, same being in very poor condition and about ready to fall out.	Will be taken care of by Burnside organization. Should be attended to by B. & B. department at once
	TWENTY-SEVENTH STREET ROUNDDHOUSE, MAR. 5, 1915.	
H. L. Needham, general foreman; M. F. Tuttle, carpenter; O. F. Griffith, engineer; T. Dolan, foreman; Ed. Ritz, boiler foreman; Geo. Christian, blacksmith.	Committee held a meeting but had nothing to offer for this month.	
	FORDHAM YARDS, MAR. 3, 1915.	
Wm. Dair, general foreman; Dennis Belski, carpenter; John Szbeko, safety appliance man; Mike Hnutozko, air-brake man; Mike Gezt, truck hand.	Committee at Fordham yards had nothing to offer.	

Exhibit 3—Continued.

SHOP CRAFT MEETING HELD IN OFFICE OF MASTER MECHANIC, ILLINOIS DIVISION—Continued.

Names of parties attending.	Recommendations for improvements to be made, all sorts.	Action taken on such matters not requiring further approval.
M. H. Long, general foreman; J. Sebastiao, carpenter; D. K. Haas, tinner.	WELDON PASSENGER YARD, MARCH, 1915. Committee at Weldon passenger yards had no recommendations to make for this month. KANKAKEE ROUNDHOUSE, MAR. 3, 1915. The committee at Kankakee met but had no suggestions to offer other than those made at meetings previously, namely, for new roundhouse, new turntable, electric motor, raising of repair tracks, also spacing them farther apart, etc.	
F. E. Reidemann, general foreman; Carl Norden, car foreman; Henry Morgan, machinist; John Naeye, hostler; Theo Klimas, car repairer; Herman Miller, blacksmith; Deldrich Enfieldt, carpenter.	CHAMPAIGN ROUNDHOUSE. The committee met and discussed several small matters, all of which will be handled locally by organization at Champaign. They had no recommendations to make.	None.
W. H. Donley, general foreman; J. S. Hanshaw, boiler foreman; A. Delvaux, machinist; A. Rose, box packer; M. Cagan, boiler washer; J. Sprague, blacksmith; C. White, boilermaker; J. F. Roland, carpenter; A. Warsaw, car repairer.		None. Will be taken care of locally.

(Exhibit 4, a circular marked "BI. 4250-11. 2M" in upper left-hand corner, was submitted in printed form.)

GRACE EXHIBIT.

RULES AND REGULATIONS GOVERNING SHOP EMPLOYEES OF THE HARRIMAN LINES.

WORK DAY.

Rule 1. The standard working time shall be 8 hours per day and 6 days per week. The working hours shall be from 8 a. m. to 12 noon; from 1 p. m. to 5 p. m. Night forges on a corresponding basis. Night men shall be allowed 9 hours' pay for 8 hours' work. There shall be no lap shift worked. Working hours shall be bulletined. Where continuous service is necessary, three shifts may be worked, as follows: 8 a. m. to 4 p. m.; 4 p. m. to 12 midnight; 12 midnight to 8 a. m. Twenty minutes to be allowed each shift for lunch with pay. All employees will be allowed 1 hour with pay at the close of the week, irrespective of the number of hours worked.

REDUCTION OF EXPENSES.

Rule 2. When any reduction of expenses is to be made, employees shall first have the privilege of a 90-day leave of absence. If any further reduction is necessary, the last man hired within the jurisdiction where the reduction is to be made shall be given a 90-day leave of absence, or until such time as forces are to be increased, when the last man given leave of absence shall be the first man put back to work. Men granted leave of absence shall be furnished with transportation over the Harriman lines. Committee shall be notified by foreman that the services of employees are again required, and employees on leave of absence shall be given 10 days to return to work.

OVERTIME.

Rule 3. All time worked other than bulletined hours shall be considered overtime. Overtime shall be paid for at the rate of time and one-half up to midnight. After midnight double time shall be paid until relieved. No employee

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shall work longer than 1 hour without being allowed time for meals. Employees required to work after bulletin hours shall be paid 4 hours for 2 hours and 40 minutes' service, or fraction thereof, if worked before midnight. If after midnight, they shall be paid 4 hours for 2 hours or fraction thereof. Sundays and all holidays designated by the State or Nation shall be paid for at the rate of time and one-half. Holidays falling on Sundays and another day observed by the State or Nation shall be considered a holiday and paid for as such. No employees shall be required to work overtime more than two nights per week or two consecutive Sundays. When overtime is required, it shall be distributed. Employees shall not be laid off from regular working hours to equalize overtime worked. Overtime shall be confined to emergency cases. Men transferred from one shift to another shall be paid overtime for the first night or day, as the case may be. Employees when sent out on the road from their home station shall receive continuous time from the time called until the time they return, as follows: Overtime rates for all overtime hours, whether waiting, traveling, or working, and straight time for what are straight-time hours at the home station, whether waiting, traveling, or working, with an allowance of \$1.50 per day for expenses, provided that when away for a period of 36 hours and have been given time for sleep and rest, that the regular rule for time and overtime shall apply thereafter. Expense money to be paid on the following pay day, except in the case of employee leaving the service of the company he shall be paid at the time of leaving service.

DEFINITION OF WORK.

Rule 4. None but machinists and machinists' apprentices shall be allowed to do machinists' work. Machinists' work shall consist of erecting and dismantling locomotives (engines, steam, gasoline, electrical, and turbine), building and repairing of all machinery and finished tools, and the operation of all machines used in such work, except nut tappers, bolt cutters, and drill presses (except where drill presses are equipped with a facing head and turning head or boring bar).

Men in direct charge of machinists' work shall themselves be machinists. Men not having the title of foremen, with pay accordingly, shall not direct machinists nor assume the responsibility of machinists' work.

COMPETENCY.

Rule 5. Competency of the employees entering the service shall be determined within 30 days.

EMPLOYMENT.

Rule 6. Employees shall not be requested to undergo any form of physical examination or make out any form of personal record.

SAFEGUARDING EMPLOYEES.

Rule 7. Men shall not be required to work on engines outside of shop in bad weather. This not to apply to work in engine cabs. Before work on engines undergoing repairs in shops and roundhouses is distributed it shall be cleaned. Roundhouses shall be piped or otherwise arranged so that when the engines are being blown down the steam will be carried from the roundhouse and the danger eliminated. This work to be completed within 90 days after the signing of this agreement.

APPRENTICES.

Rule 8. There may be 1 apprentice to every 5 mechanics in the shop. No apprentice shall be allowed to serve his apprenticeship where there are not proper facilities for learning the trade. Apprentices must know the first four rules of arithmetic and be able to read and write the English language. If within six months an apprentice shows no aptitude to learn the trade, he shall be transferred or released from the service. Shop foreman and shop committee shall be the judges in the case. Apprentices shall be subject to same regulations as mechanics, unless otherwise stated in this agreement. Apprentices shall not be permitted to work nights and overtime, neither shall they be sent out on the road. When force of mechanics are reduced, the number of apprentices shall be reduced to maintain ratio (except apprentices employed previous

to this agreement), seniority to govern in their reduction and reemployment. At the expiration of their apprenticeship, if retained in the service of the company, they shall receive the rate of pay paid mechanics at that point. Apprentices when indentured must be between 16 and 21 years of age and must serve 4 years, consisting of 280 days per year. Apprentices shall serve 3 years on machines and special work and not more than 4 months on any one machine or special work and 1 year on general work. The financial secretary or shop committee shall be furnished with a list containing the dates of employment of all machinists and apprentices every 3 months.

DISCHARGE AND SUSPENSION.

Rule 9. No employee shall be discharged or suspended without a just and sufficient cause. If after due investigation it is found that an employee has been unjustly discharged or suspended, he shall be reinstated with full pay for all time lost, investigation to take place within five days after date of his suspension or dismissal. Before discharge or suspension takes place, foreman shall notify employee and committee. In case of any doubt, employee shall be left at work pending investigation.

ADJUSTMENT OF GRIEVANCES.

Rule 10. It is understood in the adjustment of grievances the officials of the company will receive a duly authorized committee to act in the premises at any time. Grievances shall be first submitted to shop foreman, and in the event of his decision being unsatisfactory an appeal may be taken by the committee and their duly authorized representatives to the higher officials. The company will not in any way discriminate against employees who are called upon at any time to serve on any committee or to act in the adjustment of grievances, and shall grant leave of absence and free transportation to those delegated to go before the management in the adjustment of grievances. Transportation shall be granted to employees representing their organization to all conventions or meetings.

SANITATION.

Rule 11. Special efforts shall be made to furnish good ice water for drinking purposes, and all pits and floors in shops and roundhouses shall be maintained in a dry, clean, sanitary, and safe condition. Proper toilets shall be provided at all points inclosed from public view, the doors of which shall be kept closed. Also a suitable place for washing purposes.

TIME CHECKS.

Rule 12. Employees leaving the service of the company shall be furnished with a time check covering all time due within 24 hours at all division points where time checks are issued, and 48 hours at all other points. When employees are being paid it shall be during working hours, night men excepted.

RELIEF SERVICE.

Rule 13. When an employee at any of the outlying points requests leave of absence and transportation same shall be granted. Employees shall give 10 days' notice to proper officer of the company. Before the expiration of notice another employee shall be sent to relieve applicant.

TRANSPORTATION.

Rule 14. Employees and dependent members of their families and employees' representatives of the mechanical departments shall enjoy the same privileges in regard to free transportation as that now granted employees and their representatives of the operating department.

ASSOCIATES.

Rule 15. Employees now and hereafter employed and not members of the association represented as the second party in this agreement shall have 30 days in which to obtain membership.

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PROMOTION.

Rule 16. When vacancies occur in shop foremanships the company shall consider mechanics of the craft in the shop where vacancy occurs for promotion to foremanship, seniority to govern.

SPECIAL CONSIDERATION.

Rule 17. Employees who by long and faithful service for the company have become unable to handle the heavy work to an advantage will be given preference of such light work as they may be able to handle without any reduction in their rate and without any discrimination.

HOSPITAL DEPARTMENT.

Rule 18. Employees injured or becoming sick while in the service, shall, if necessary, be sent to hospital for treatment, such treatment to be given free of charge, as long as the patient and members of his organization think he requires it. Hospital department shall furnish financial statement of receipts and expenditures to be given employees at least once a year. Employees shall be given equal membership on the board of directors of the hospital department.

WAGES.

Rule 19. All work performed shall be paid for by the hour. All mechanics, apprentices, semiskilled men, and helpers shall be granted a 7-cent flat increase per hour. No employee shall be employed for less than the established minimum rate of pay paid at that point. No employee shall work by piece, premium, or bonus system. Where same is now in existence it shall be discontinued upon the signing of this agreement.

CHANGE OF RULES.

Rule 20. These rules and regulations with rates of pay shall supersede all others, and shall take effect when signed by contracting parties, and remain in effect until change by either party giving 30 days' notice in writing to the other party, during which time a conference shall take place. A copy of these rules and regulations shall be posted on bulletin boards in shops and roundhouses and shall remain in force until superseded by another agreement.

TAYLOR EXHIBIT.

The territory assigned to me comprises the S. P. L. A. and S. L. (hereinafter called the Salt Lake), the Southern Pacific (S. P.), and the O. W. R. & N. Ry. Co. The Salt Lake from terminal to terminal, i. e., from Los Angeles, Cal., to Salt Lake City, Utah; the S. P. from Montello, Nev., to San Francisco, Cal., and from Los Angeles, Cal., to Portland, Oreg., inclusive; the O. W. R. & N. Co. from Portland, Oreg. to Huntington, Oreg., and Spokane, Wash., inclusive.

In cases where I have been unable to obtain exact information and which may come to me at a later date, same will be sent as a supplement to this report.

OTIS, CAL.

Twenty-two men of all crafts came out on strike. All of them have left the vicinity. Some were men of families and homes, but they have scattered in every direction. To date I have been unable to locate any of them.

LOS VEGAS, NEV.

Three hundred men were employed just previous to this strike; 120 quit and 180 walked out of the strike call. There have been as high as 1,182 names on the pay roll in the month. This was during July and August, 1913. At the present time 120 are employed. These are mainly Negroes and Japs.

(1) There was and is a general complaint because of car shortage, failure, and delay in delivery. Los Vegas is entirely a railroad desert point. No. 7 mail train has been annulled on many occasions.

(2) A mechanic helper named Long, an escaped convict from Canyon City, and one hold-up man from Los Angeles were captured in the Los Vegas shops. There have been 99 arrests of scabs for various causes and 66 garnishees known.

E. S. Lee, a timekeeper, padded the pay rolls and was assisted by a number of scabs. He was given three years in Carson City, and the company took its money from the pay checks of the scabs who had assisted in the looting. Many of these drew no pay check for June, 1914.

One scab killed another with a buggy bar; the murderer is serving a life sentence in Carson City.

(3) No known cases of children taken from school.

(4) Fifty-seven families were forced to move from Los Vegas.

(5) Twelve of the strikers have been arrested during the strike; all were released without trial.

(6) About 100 gunmen were employed. On one occasion during 1911 the gunmen beat up a striker at the railroad station. The striker had purchased a ticket and was leaving town; there were no arrests. Many fights took place between gunmen and strikers, but none of a serious nature.

(7) A majority of the men who came from the East claim that they were not informed by the employment agencies that there was a strike on. Following are the particular cases:

During 1911 one carload which left Buffalo, N. Y., with 45 men landed in Los Vegas with 34, 6 of these went to work, the rest refused. About January, 1912, a carload from Chicago and Omaha arrived with 32 men, 16 of whom went to work. In the spring of 1912 the carload which left Denver with 60 men arrived at Vegas with 20. These men claim the company had agreed to ship them to Los Angeles; 8 went to work. During 1914 an average of 3 mechanics per day was shipped by the Municipal Employment Bureau of Los Angeles. There was some scandal among the city officials of Los Angeles on account of this case. April, 1914, 10 Negroes were shipped from Memphis, Tenn., but 2 have remained to date.

(8) There are no factories at Los Vegas, therefore no child labor. Twelve wives work to assist husbands (notable case, Mrs. John Fagan, now deceased). No strikers owned homes, there were no deaths or suicides. Arnold Ganders, whose family resides in St. Louis, was and is supported by strikers.

(9) Morris Newkirk, Los Vegas, Nev., available witness.

CALIENTE, NEV.

Fifty men compose the normal force of this shop; 45 men came out on strike; 5 old men were allowed to stay in by strikers. The greatest number ever employed was 150. They have 40 men of all classes there now.

(1) Charles Wing, a business man, claims to have lost several thousand dollars; all other merchants make the same complaint. There has been and is now serious complaint on account of delays in shipment.

(2) A white machinist, who is still working at Caliente, was fined \$100 for shooting up the town during February, 1912. During the same year a woman was killed by a scab. There has been no investigation of this case. Robinson, a scab machinist, and two gunmen beat up a striker. The picket killed Robinson and wounded the other two. A coroner's jury exonerated the picket. Ten scabs have been arrested and fined for disorderly conduct.

Tom Pippin, Earnest Kents, Jack Hains, Louis Meyers, and Si Land (the two latter still in Caliente) were the most notorious of the gunmen. Jack Hains was particularly lawless. He shot up the "Old Crow" bar; was accused of shooting switchlights and trying to fasten the blame on strikers. The citizens finally raised a general howl on his account and company agents ran him out of town. No scab took the bankruptcy act; about 50 have been garnisheed and 100 beat board and bar bills and skipped town.

(3) About 25 children have been taken out of school.

(4) Fifteen families, all with children, moved out of town. All the strikers are gone except two of the old men, who were among the number allowed to stay in by the strikers.

(5) None of the strikers were ever arrested.

(6) Gunmen story is told under question 3.

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(7) Many men were brought in and refused to go to work because they claimed that the matter had been misrepresented to them by the employment agency. I have no authentic cases.

(8) I have no cases except those mentioned in (3).

(9) John Cashin and Isaac Blanchard lost everything they had. Their address is Santa Rita, N. Mex. The majority of the strikers of Callente lost their all.

MILFORD, UTAH.

Normal force prior to the strike was about 90 men; 85 men came out on strike. During September, 1912, 150 men were employed. At the present time there are about 90.

(1) There were serious delays of freight for the first year. Mrs. Beard, a wall-paper merchant, had one car delayed three weeks. During this spring wool was loaded in refrigerator cars. The Moscoe mines have been seriously hampered all of the time and have been forced to shut down repeatedly. (See Luke & Gibson, teaming freighters.)

(2) The first batch of scabs was classed by the citizens as an "outrageous" bunch. Thirty have been arrested since the strike. In many cases where warrants were issued it is claimed that the company gave scabs passes in order to get them out of town. The strikers have no knowledge of any scabs taking the bankruptcy act, and have only one case of garnishee.

(3) Ten children were taken from school.

(4) Thirty families were compelled to break up their homes and move away.

(5) There are 30 cases of arrests of strikers, and in seven instances these men were fined, and in some of these instances the fine was remitted. Allen Hedges, a local gunman, who had been appointed deputy sheriff, arrested three strikers for looking over the company fence, marched them down town at the point of the gun. The men were reprimanded by the judge and turned loose. David Sedgewick and son were arrested for calling "Scab" and fined \$50. The railroad attorney is on record as stating that the whole affair was one of outrageous delay and illegal proceedings. The case was finally dismissed.

(6) Harvey Hedges, a gunman, who was paid by the city, county, and railroad company, and another, name unknown, assaulted Pete Peterson. Marshal Hedges brought the other gunman into a saloon where Peterson was playing cards and, pointing out Peterson, told the gunman to kill the S. O. B. During the fight Peterson was badly hurt, and managed to whip the gunman, and while Peterson was being held by other men Marshal Hedges struck him in the mouth. The citizens rose en masse over this offense. The town board finally fined Marshal Hedges \$25 for ungentlemanly conduct in an officer. This fine has not been collected to date, and Hedges is still a company gunman and a town marshal. Company gunmen use force in driving pickets from the county road, and at various times shot up the town. During the fall of 1912, 13 gunmen came down town at night with the avowed intention of "cleaning" Deputy Marshal Kirk, claiming that Kirk was unfair to them. By false statements one of them induced Kirk to come outside, and as he came out of the door three of them struck him and all crowded him. Although Kirk appealed to Marshal Hedges for assistance, Hedges only laughed. Finally citizens interfered and ran the gunmen off. During the latter part of May, this year, two gunmen went into the union pool hall and demanded a table. The result was a row, and the proprietor threw them out. They returned in force and rushed the place. Citizens interfered and the entire crowd of gunmen were thrown out.

(7) Fifty men stated to the pickets that they were brought into Milford under misrepresentation. All of these men refused to do the company's service. Walter Ames, vice president of the I. A. of M., has evidence of these cases.

(8) No cases of child labor. Eight cases of wife labor. One home has been mortgaged. Frank Hacker lost his life in the mines and left a destitute family.

(9) David Sedgewick, of Milford, Utah, is an especial case, and would make an excellent witness.

(10) The entire business element of Milford profess friendship for the strikers' side and are desirous of seeing the end of the trouble.

LYNNDYLL, UTAH.

(1) A total of 40 men struck at this place. It was a clean sweep. At times there has been three times that number, and at the present time there are about 40 men. Lynndyl is a desert point, and is entirely a shop town.

(2) Most of the men brought in were of the very lowest type. One scab made lead quarters and played the slot machines with them at Meade's store. Mr. Meade was also postmaster, and he had the counterfeit quarter dollars passed on him. Meade claims to know who made them, but was afraid to squeal because of the attitude of the company. No cases of the bankruptcy act or of garnishee; however, I know of 15 cases of scabs beating their bills.

(3) But one child was taken from school. In the remaining cases the children refused to go to school with the children of the scabs.

(4) Ten families were compelled to break up their homes and move away.

(5) None of the strikers were ever arrested.

(6) A man named Tidwell, a deputy sheriff and also a gunman for the company, was particularly obnoxious. On one occasion he followed Miss Morris and a party of her friends to a dance at Lemington, shot up the dance hall, and then followed the strikers' team on its home trip, shouting insults at the strikers and shooting. Shot up Lynndyl, in the vicinity of the strikers' homes. At various times he, accompanied by gangs of scabs, threatened to burn the homes of strikers, and finally terrorized all of them into leaving the town. He made claim to be a United States deputy marshal. He is now serving a term in the penitentiary for cattle rustling. The strikers claim that scabs conducted three blind pigs.

The railroad company owns the well and pumps and furnishes water to the entire town. Water was given free to everybody prior to the strike. After the strike the company put locks on the hydrants and refused water to strikers. The latter were forced to haul water from the river, practically a mudhole, 2 miles away. Hoffman, the hotel keeper, was threatened with a refusal of water because he gave water to strikers from his hydrant.

(7) There are only two cases known to the strikers of men sent in under false pretenses.

(8) One child of the Morris family was put to work. Five cases of wives who worked to assist husbands on strike. The child of Arthur Meade died and his wife was near death. Messrs. Morris, Meade, Lyle, Jerome, and Ivey lost their homes. While there were no cases of extreme poverty, I would suggest the name of Vaughn Morris, 915 West First Street North, Salt Lake City, Utah, as a witness, especially in the water case.

SALT LAKE CITY, UTAH.

This point is the terminal of the Salt Lake and also of the Oregon Short Line. The shops of the two roads are combined. In normal times and before the strike about 190 men were employed. One hundred and seventy men struck. There have been as high as 340 men employed, and at the present time there are about 200.

(1) There has been and now is a serious car and power shortage; an exasperating delay of trains, especially on the Salt Lake. Many of their cars were overhauled by the Pullman Co.

(2) So far as the strikers know, none of the scabs had criminal records. About 15 of them have been arrested for disturbing the peace and carrying concealed weapons. One scab took the bankruptcy act and there is 1 case of beating grocery bill and desertion of family (the address 723 North Second Street West), about 10 cases of garnishees.

(3) No positive cases known of children being taken from school.

(4) Twenty cases of families breaking up and moving away.

(5) Two strikers were arrested, but were released.

(6) J. C. Hayden, a carman, was going home on the street car; this car had several gunmen on board. Hayden left the car and was followed by an Italian gunman, shot, and killed. The railroad company's attorney defended the gunman and the courts turned him free. Strikers are bitter in their denunciation of the courts and the company over this affair, claiming it to be wanton murder and a miscarriage of justice.

Detrick Olson, a crippled carman, was standing on the street. Gunmen made a general and unprovoked attack on pickets. Olson was struck by a bullet. Again the company attorney defended the gunmen, and again the gunmen were turned free. The strikers considered the earlier scabs as a gang of Waddell & Mahon cutthroats who were continuously hunting fights. They consider the city courts as fair and impartial; they do not so consider the higher courts. There were many small riots and fist fights, and many fights occurred among the scabs themselves.

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(7) The company tried to force four men who were employed by a Kansas City agency for the B. & B. department to go into the shops and scab. These men refused, and all quit. Ten other cases of misrepresentation came to the notice of the strikers. Henry Glaze, of Salt Lake City, is charged with hiring men under false representation. There are affidavits to this effect in Mr. Webber's office. Many men who were hired in Dunkirk and Buffalo, N. Y., claimed misrepresentation. The majority of these men either quit or refused to go to work, and the company refused to ship them back to their starting point.

(8) No known cases of child labor. Five known cases of wife labor. No cases of homes lost by foreclosure. One striker, J. H. Benz, was killed at Garfield, Utah, and left a destitute family. A blacksmith, Bert Lemon, lost a child. His wife was taken to the hospital. There were no suicides among the strikers.

(9) The following are cases of severe effect of strike on families: Deane, William Myrick, a helper (extreme case, address care D. & R. G. shops, Salt Lake City); Bert Lemon (28 Harmony Place, Salt Lake City); and Charles Kluder, with a family of 10 children, is another extreme case.

OGDEN, UTAH.

Report sent in by Mr. S. H. Grace, of the machinists.

MONTELEO, NEV.

Fifteen men struck at this point. There are about 25 employed at the present time. Six of the strikers had families with children. All of the strikers are gone; scattered everywhere. I was unable to trace any of them, except a man named Clark now at Elko, Nev., and I was unable to see him.

CARRIN, NEV.

The normal force was 35 men. Thirty men struck. The greatest number employed since the strike began was 150, and there are now 40 men employed.

1. Stock shippers were and are complaining on account of the shortage of cars and delay of shipments. Mr. Thomas Griffin, although a renter of the company lands, is one of these.

2. During 1911, three scabs were arrested on requisition from eastern States. Their subsequent history is unknown. There have been numerous arrests since then for highway robbery, burglary, and like crimes, and 20 cases for fighting, assault, etc. No cases of the bankruptcy act. About 50 cases of garnishee. There are continuous and innumerable cases of beating bills, petty theft, etc. J. A. Isola, of the Overland Hotel, is bitter in his denunciation of the scabs on account of them beating bills.

3. No children were taken out of school.

4. Four families were broken up and moved out of town.

5. None of the strikers were ever arrested.

6. On or about July 4, 1912, 20 scabs led by John Crouch, a boiler maker, now supposed to be employed by the company at Pajaro, Cal., and a machinist named George Lamb made a general attack on the citizens of Pajaro (no pickets were engaged in this battle). The encounter resulted disastrously for the attacking party, especially Crouch.

7. No cases of men being shipped in under false representations came to the notice of the strikers. Strikers and citizens characterized the scabs as being "an abominable, vicious bunch."

8. No cases of child or wife labor, of homes lost, death, or suicide among the strikers.

9. S. C. Rae's family suffered severely because of the strike. A child was born to them during the early part of the trouble. Care was taken of them by the strikers, men in fair circumstances giving them their share of the benefits.

IMLAY, NEV.

Twelve men came out on strike at this place and are completely scattered. I got word of Joe Daugherty and Stangler. These men were machinists and can be traced through Lodge 78, I. A. M., of Reno, Nev.

MINA, NEV.

Thirty men came out on strike at this place. Some had families, and all are gone. I could trace none of them, even by inquiry of the machinists' local at Reno.

SPARKS, NEV.

Six hundred men came out on strike. The greatest number ever employed was 800, and at the present time there are about 500.

1. There were no cases of business failure. Shortage of cars and general delay were and are the grievances of stockmen. A special case happened in January, 1914, at which time a shipment of hogs was delayed two days.

2. There are no cases known of criminal records. There were 100 cases of arrests of scabs for various offenses ranging from burglary to plain drunk during the first year of the strike. The police-court fines amounted to \$300 during the year 1911; in 1912 they amounted to \$1,000. There are 50 known cases of burglary committed by the scabs. "The Toggery" is an especial case; this store has been robbed a number of times. No cases known of scabs taking the bankruptcy act. There were 125 cases of garnishee during the first year; no record was kept after that time. The constant complaint is the beating of board and bar bills.

3. Twenty of the strikers' children were forced to leave school.

4. Sixty families were forced to move away.

5. None of the strikers were arrested.

6. During February or March of 1912 about 150 armed scabs decided to make a general attack on the pickets and citizens of the town, but were forced to desist by one of the foremen threatening to lock the gates, after they had left the bull pen, thus giving them no chance to retreat.

7. Most of the men who were brought to Sparks were of the genuine strike-breaker order. They came from Pittsburgh and Chicago. There were not over 15 cases of men who even claimed to have been deceived.

8. There were 10 cases of child labor and 10 cases of wife labor. There are several cases of men who had to sell their homes and several cases of homes that had to be and are now mortgaged, although there are no cases of homes lost by foreclosure. No deaths among strikers or their families are known. Arthur Hyde committed suicide in Australia, and his wife is now in the Reno Hospital.

9. John Schwanze and Otto Sorrenson suffered severely because of the strike. L. E. Johnson is an exceptional case. Johnson is an elderly man and was given permission to stay in the shop by the strikers. He could not bear the idea and came out anyway. He afterwards applied for reinstatement, but was refused by the company. He has lost his home and all that he had. He may be found by addressing in care of the secretaries of Lodge 610 or 284, I. A. of M., at Oakland, Cal.

TRUCKEE, CAL.

Ten men struck and they are all gone.

COLFAX, CAL.

Five men struck and I have been unable to locate any of them.

ROSEVILLE, CAL.

Two hundred and twenty-five men were employed prior to the strike, 210 men struck; 500 men were employed about September, 1912. The present force is ———.

(1) Mr. E. N. Scribner went out of business lately. Mr. Scribner was especially friendly to strikers.

Roseville is entirely a railroad town and is said to be in company control.

The town is the great clearing yard of the S. P. and has no other industry.

(2) Phipps, a notorious Chicago gunman, was eventually run out of the town by citizens. Ten scabs were arrested and fined for carrying concealed weapons, drunkenness, etc. No cases of the bankruptcy or garnishee known to the strikers. (I personally know of one case of garnishee.)

(3) Twenty-five children were taken from school.

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(4) Twenty-five families were compelled to break up their homes and move away.

(5) Six of the strikers were arrested. Each took trial before the local justice and conducted their own cases. Each was finally dismissed.

(6) Company employed 25 extra guards. The railroad police at Roseville were not inclined to be vicious, but the gunmen were insulting to pickets and their families, this provoking many fights. There was no general assault of gunmen on pickets, but there was an incessant war of a guerilla nature.

(7) There were a few cases known to the strikers of men who claimed when approached by the pickets that facts had been misrepresented to them by the employment agencies, and in each case these men quit and left town.

(8) There were no cases of child labor; 10 cases of wife labor; no deaths; no homes lost by foreclosure; and no suicides.

(9) John Veal, now at the W. P. shops at Sacramento, will make the best witness.

SACRAMENTO, CAL.

Four shops at the Sacramento plant (the largest by far in the strike zone) were not struck, namely, the foundry, rolling mill, electric, and bridge shops. These shops employed probably 700 men. Most of them were and still are unionized. Two thousand men were employed in the struck shops; 1,068 men struck. During January, 1913, the company claimed that 4,000 men were at work. About 2,000 men are now employed.

(1) There were no failures of any magnitude. Members of the Retail Grocers' and also Retail Butchers' Association extended credit to individual strikers and also the strike committee. The strike committee has paid all of its debts and so have the majority of individual strikers. There was and is a continuous complaint because of car shortage and delay of trains. Appeals were made to the Post Office Department on account of delayed mail trains, but no redress was ever attained. There are no cases known of the bankruptcy act. The strikers have about 60 cases of garnishee. It was impossible to get good data on paragraphs *a* and *d* at Sacramento. What follows is given from memory, newspaper clippings, etc.

(2) One scab wanted for murder in Mexico; one named Marshall, from Salt Lake City, got six years for forgery; and one killed two women and committed suicide. Strikers never attempted to keep any record for fighting, drunkenness, and petty thievery because it was an everyday occurrence. The various officers having police authority would not give this information to me.

(3) About 40 children were taken out of school.

(4) One hundred cases of families breaking up and leaving town.

(5) Ten cases of arrest of strikers and but one conviction. In this case it was a fight on the streets between a striker and a scab; both were arrested for disturbing the peace and both plead guilty. The striker was fined \$20 and the scab was released by Justice Anderson.

(6) There was not many cases of lawlessness on the part of the gunmen. In one case, however, a marauding band jumped on a machinist named John Thomas, not a striker, knocked him into the gutter and jumped on his leg and broke it. There were innumerable small riots provoked by company officials and gunmen. The last row occurred in the early part of September, 1912. One hundred and twenty-five men, led by 2 scabs named Klipp and Simms, came out of the gates armed with nuts, bolts, etc., and made a general assault on the 25 pickets. Five of the pickets were seriously but not dangerously hurt. One scab, Simms, and 3 pickets were arrested. The scab was turned loose by the city prosecutor without trial; the pickets stood jury trial and were acquitted. The strikers claimed that this assault was planned by company officials. All expenses of the trial were paid by the strike committee, the general expense being about \$600.

(7) As high as 3,000 men were hired during one month. Most of these claimed deception, especially newly arrived foreigners.

(8) About 20 cases of child labor; 50 known cases of wife labor (was probably more); 12 cases of death (the strike committee still owes undertaker bills); no homes lost by foreclosure; no suicides.

(9) W. M. Trefery, City Hall; J. W. Neathercott, Labor Temple, Sacramento, Cal.; and James Allen, of 7 Lake Street, River Forest, Ill., are special cases and Allen is the worst.

TRACY, CAL.

One hundred and fifty men were employed in all capacities prior to the strike; 100 men struck. About 150 men have been employed constantly since that time. Much of the work formerly done at Tracy is now sent to other shops.

(1) There was general complaint by the grain shippers, and the S. P. lost many of its customers to the W. P. There are no factories at Tracy. It is a railroad and wheat community.

(2) No cases of criminal records. Twenty scabs have been arrested and fined, mainly for fighting amongst themselves. No cases of the bankruptcy act and about 20 cases of garnishee.

(3) No children taken from school.

(4) Four families were compelled to break up and move away.

(5) Four of the strikers were arrested for disturbing the peace. All hired lawyers (expense borne by strike committee), stood judge trial, and were acquitted.

(6) About 20 gunmen were employed; and although these men were generally insulting to the strikers and their families, no outbreaks ever occurred.

(7) Eight cases of men claiming deception were made to the pickets. All quit and left town. In each case they were hired in San Francisco.

(8) No cases of child labor; 2 cases of wife labor; 1 striker died from exposure; no homes lost by foreclosure; and no suicides.

(9) J. W. Jones, Box 152, Tracy, Cal., an exceptional case.

STOCKTON, CAL.

Seven men came out on strike, four had families, and all are gone.

SAN JOSE, CAL.

About 150 men were employed during normal times prior to the strike; 97 men struck. The place has been gradually reduced since that time, and 60 men now employed. Mainly white foreigners and Japanese.

(1) Two failures of small business men are reported. Men have been laid off on a number of occasions at the freight sheds, and the canneries have been seriously hampered because of the delay of trains and car shortage. There was general complaint by the fruit shippers on the same account, and cases were reported of fruit being shipped in stock cars that were 6 inches deep with manure.

(2) No cases of criminal records; 3 cases of arrest; no cases of the bankruptcy; and 15 known cases of garnishee. Merchants class the scabs generally as "dead beats" and extend but little credit to them.

(3) No children taken from school.

(4) Twelve families broke up their homes and have moved away.

(5) Fifteen cases of arrest of strikers; 13 cases were dismissed without trial; 2 were convicted. In the case of O. L. Davis, the strikers claim that Davis was absolutely innocent, but took the blame for a man named Ebling. Ebling had a family and afterwards proved to be a spotter. Ebling is now in the employ of the company at San Jose. Davis was fined \$100.

(6) During October, 1911, a gunman shot from a bunk car at a crowd of pickets. The bullet lodged in a packing plant by the heads of a number of girls employed there. The gunman laid in jail for one month, but was finally released without prosecution. During December, 1911, a gunman beat up and afterwards shot at two pickets. About 100 gunmen were employed until January, 1912, and after that time were gradually reduced. Many of their guards incessantly insulted the strikers, and one guard especially went around town daring the strikers to fight. He was rewarded with a job switching in the yards.

(7) About 30 men claim deception and left at the solicitation of the pickets. They claim San Francisco as their starting point. (See report on San Francisco.) It is also claimed that Clark Rickett, a local employment agent, has been and is now violating the law.

(8) No cases of child labor; 30 cases of wife labor; 1 home lost by foreclosure and 2 now mortgaged; 3 deaths in families of strikers, mainly because of poverty; no suicides.

(9) B. Van Hagen, 10 Garland Avenue, San Jose, Cal.

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SAN LUIS OBISPO, CAL.

Eighty-five men composed the normal force prior to the strike; 80 men struck; 160 men were the greatest number after the strike; 112 men now employed.

(1) There is nor was no general complaint on account of shortage of cars or delay of shipments. This town is not a shipping point.

(2) No scabs with criminal records. Five scabs were arrested, but all were released. The strikers claimed the sheriff failed to do his duty. No cases of bankruptcy or garnishee.

(3) No children taken out of school.

(4) Thirty-five families were compelled to break up their homes and move away.

(5) Eight cases of arrest of strikers; lawyers hired in each case. None were convicted on the charges against them.

(6) Nine gunmen led by one Macy made a general assault on six pickets. Macy shot at the pickets and after shooting used the butt of the gun on Picket William Brown. Shooting again, he struck Picket Brown, inflicting a flesh wound. In the riot that followed Picket Simmons was hit with a blackjack and wounded, but not seriously. Although the police and sheriff were notified by citizens, neither appeared for some time after. When they did arrive the riot was over. Two pickets and one gunman were arrested. Case was compromised the next day. Two guards, one named Parsons, attempted to run a picket named Dumphy away from the streets. In the fight that followed honors were even. Gunman Macy became so obnoxious that the company was forced to remove him from town. Gunman Parsons and one other were accused of robbing cars, but were never arrested. Hobos were taken from the trains by the gunmen, who locked them in the bull pen and tried to force them to scab. There are affidavits to this effect in the district attorney's office.

(7) Many men told the pickets that facts had been misrepresented to them by the employment agencies in San Francisco and Los Angeles.

(8) No cases of child labor; five cases of wife labor; no cases of homes lost, but two have since been mortgaged. Several strikers were paying for lots on the installment plan; lost the lots and their payments also. Several deaths occurred among our families, but strikers do not attribute the cause as being directly due to the strike. McClellan, a striker, and Morgan, alias Norris, a scab, committed suicide; both because of grief occasioned by the strike.

(9) George Hunn is an especial case of poverty. He finally took to drink. Hunn is not vicious. His family of six children were taken by the court. His address is 2482 Howard Street, San Francisco, Cal.

(10) The Rockdale store, the stock of which was mainly owned by strikers, has failed.

PAJARO, CAL.

Twenty men came out on strike. Majority had families, and they scattered everywhere. Up to the present time I have been unable to locate any of them.

SANTA CRUZ, CAL.

Six or more men came out. Several had families, and all are gone.

SANTA MARGARITA, CAL.

Two men struck; both had families and have left.

OAKLAND, CAL.

One thousand men were employed before the strike. Nine hundred and seven men struck. It is estimated that 2,700 was the greatest number employed since. About 650 are now employed.

(1) Three cases of business failure on account of the strike. The chamber of commerce at Hayward, a suburb of Oakland, made a strenuous complaint on account of the shortage of cars and delay of shipments. There was general complaint by all shippers around the bay on this account. The Van Emmons Elevator Co. was forced to shut down in their foundry three times since the inception of the trouble on account of delay in shipments; 18 men were employed.

(2) One Army deserter was captured in Oakland. Twenty-five known arrests for various misdemeanors. No cases of bankruptcy; about 50 cases of garnishee. Mrs. Robinson, of 1840 Seventh Street, running a boarding house, claims to have been beat out of \$532 by scabs.

(3) No children taken out of school.

(4) One hundred families were compelled to break up their homes and leave.

(5) There were more than 200 cases of arrests of strikers; but 4 convictions. Twenty per cent of the cases were set free without trial. Judges Smith and Samuels refused to hear many cases, stating that the company was making "goats" of several prominent picket leaders.

(6) There were continuous assaults by the State railroad police on the strikers. (See San Francisco report.) This lasted for one year, and then a committee of business and union men called on the commissioner of public safety, Mr. F. C. Turner, and made a demand that the S. P. keep its gunmen and State police away from the public thoroughfare. The demand was complied with and good results have followed. On April 12, 1912, scabs, gunmen, and State police led by Master Mechanic Hinckley made a general assault under Hinckley's orders on the picket line. The rioting that followed lasted for 30 minutes. Five of the pickets were seriously wounded, and one, Al Bourlan, was unmercifully clubbed by a State policeman. Bourlan finally died from the effect. Seven of the pickets were arrested by direction of Mr. Hinckley and turned over to the city police. All of them were set free.

Especially during the time that women were on the picket line outrageously obscene insults were hurled at the strikers and their wives by the State police. One called "I handsome Harry" was slapped by a woman to whom he had passed a particularly obscene sign; a small riot followed.

(7) The majority of the men who arrived in the early part of the strike claimed to have come from the East and had been hired with the impression that there was no trouble. Most of these men quit at the solicitation of the pickets. Sullivan's Employment Agency, of San Francisco, contrary to State law, hired men without telling them of the strike.

(8) No cases of child labor known; 50 cases of wife labor, an especial case being that of Mrs. R. D. Oliver, who was run over and killed while on her way to work. Twelve cases of death due directly or indirectly to the strike; no suicides.

(9) Henry Byron, Jamestown, Cal.; William Matson, 4105 Boyd Street, Fruitvale, Cal.; and Charles O'Toole, corner Eighth and Pine Streets, Oakland, Cal.; either of these would make special cases, and I have no choice.

SAN FRANCISCO, CAL.

Three hundred and twenty-five men were employed prior to the strike; 304 men came out on strike. Greatest number employed since is about 600; present force is 300.

(1) One business failure is known, and the strikers say there was and is general complaint on account of the service, but do not know of specific cases.

(2) No cases of criminal records known. One guard employed was a released convict. During June and July, 1912, two scabs were arrested for highway robbery. Ten cases of arrests for misdemeanor and assaults. One case of the bankruptcy act and about 60 cases of garnishee.

(3) Fourteen children were taken out of school.

(4) Fifty families were compelled to break up their homes and move away.

(5) Twenty or more of our men were arrested; but two were fined. There was a judge trial in each case. The majority of our cases the judge refused to go beyond a preliminary examination, and dismissed the cases.

(6) During October, 1911, 75 gunmen led by one Madden came out of the gates to engage in a general assault on the neighborhood. Citizens of the vicinity armed themselves and allied themselves with the pickets. The gunmen went back.

The company employed about 100 gunmen, whose continuous activities were so pernicious that a committee headed by Mr. E. L. Reguin, president of the Harriman Line Federation, called on Gov. Johnson in December, 1911. The governor, going over the records, informed the committee that the State railroad police had been appointed for the S. P. in the past two years. Therefore the gunmen were illegally assuming State authority. Much less trouble, because of gunmen activity, occurred after that time.

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Dan Collins, a picket, seemed to be the especial target of the gunmen, and was arrested seven times by the so-called railroad police, without warrant, and in each case set free.

(7) Much trouble was experienced by the strikers on account of local employment agencies, especially Sullivan's, not informing men in accordance to law that a strike was on. Strikers finally hired a banner man to parade in front of the agency.

(8) Fourteen cases of children put to work; 50 cases of wife labor. One blacksmith died from grief and worry, and his particular friend, a helper, went insane. One man, John Harley, committed suicide. Mr. Purcey, night engineer, is probably the worse case; his wife went to work in a laundry and lost her arm. They have five children.

(9) Henry Elbering, 350A Guerrero Street, San Francisco, Cal., will make a good witness.

RED BLUFF, CAL.

Twenty-five men struck at Red Bluff; at least 10 of these men had families, and I feel certain that 2 of them lost homes. I have so far been unable to locate any of them.

WEED, CAL.

Twelve men were employed during normal times; all of them struck; four of them were married, and all of these broke up their homes and left. Three children were taken from school. There are no strikers now in Weed.

HORN BROOK, CAL.

All the men at Hornbrook struck; there were eight of them. I have been unable to locate any of them.

ASHLAND, OREG.

Forty men were employed during normal times; 30 men struck; 50 men is the greatest number ever employed since. The mechanical gang is now three times the size prior to the strike, but the car gang is less.

(1) The Star restaurant went out of business. This place catered to the scabs, and that is said to be the cause of its failure. There is no general complaint because of lack of cars or service.

(2) No cases of criminal records. Three cases of arrest, two for fighting among themselves, and one for indecent exposure and assault on young girls. The two former cases resulted in conviction. The citizens run the last-mentioned case out of town. No known cases of bankruptcy. The strikers are not sure of any garnishee, but know of many cases of scabs beating bills.

(3) No children taken out of school.

(4) Ten families were compelled to break up their homes and move away.

(5) No strikers were arrested.

(6) Fifteen extra guards were employed. These men were sworn as extra police by the city authority. A quarrel occurred between the mayor and the city recorder, the mayor advocating drastic action against the strikers, who were peaceable, and the recorder decidedly against such action. The recorder carried the day. No cases of disorder occurred because the special police were not allowed to leave the company property.

(7) The pickets know of no cases of men who claimed misrepresentation by employment agencies.

(8) No cases of child labor; 4 cases of wife labor. An especial case is that of Mrs. James Hubsch. Mrs. Hubsch went to work in a laundry to help earn a living. She had her left hand crushed in a mangle; was absolutely crippled for one year. She now has some use of her hand, but it will always be crippled. The operation and surgeon's care cost \$150.

G. W. Piniger lost his home. He has a crippled wife and one child. Piniger was finally forced to scab and is now at Pajaro, Cal. No deaths and no suicides.

(9) James Hubsch, 108 Second Street, Ashland, Oreg.

GRANTS PASS, OREG.

Twelve men were employed during normal times; 6 men struck; 24 is the greatest number employed since; and 16 are now employed.

(1) No business failures, although some merchants who were friendly to the strikers suffered severely at first. There is general complaint because of delay in shipments.

(2) No criminal records, no arrests, no bankruptcy, no garnishees.

(3) No children were taken out of school.

(4) Three families broken up and have moved away.

(5) No strikers arrested.

(6) No gunmen employed.

(7) No cases reported.

(8) No cases reported.

(9) Frank Smith, with a wife and two children, had to leave Grants Pass because no one would employ him. The city was entirely hostile to the strikers. Smith is now employed by the Standard Oil Co. in Putnam, Oreg.

ROSEBERG, OREG.

Eighty men were employed before the strike; 78 men struck; 230 is the greatest number employed since. Present force number is 90.

(1) No business failures. There was and is general complaints because of delay in shipments, but not on account of shortage of cars. Roseberg does no shipping, except in the prune season, and that is small.

(2) Ten gunmen were employed; one of these named Beck was an ex-convict. Ten scabs have been arrested for drunkenness, fighting, insulting women in the streets, etc. No cases of bankruptcy or garnishees, but many flagrant cases of beating of bills.

(3) Five children in one family were taken out of school and they are still out.

(4) Thirty families compelled to break up homes and move away.

(5) Six of the strikers were arrested and all hired lawyers. Two were fined for fighting and the rest released.

(6) The gunmen made several general assaults on the pickets and there were innumerable individual assaults. One gunman shoved a revolver in the face of Picket Schwartz and said he would kill him if he (Schwartz) opened his mouth. The gunman was arrested, but the district attorney refused to prosecute him. Walter Christl, a picket, talking to a local merchant, remarked that a certain scab was carrying a gun. The scab opened a fire on Christl and was arrested; he took jury trial and was released. Roseberg was bitterly opposed to the strikers. It is now as bitterly opposed to the scabs.

(7) Many of the men who were shipped in and were met at the trains by the pickets claimed that they were not informed of the strike by the employment agency at Portland. These men did not go to work.

(8) No cases of child labor; three cases of wife labor; no deaths. Picket Schwartz became insane from worry over the strike and is now an inmate of the California Insane Hospital. His wife is working in a Roseberg store, supporting her two children. One home was lost by foreclosure and one home has since been mortgaged.

(9) Thomas Patterson, 632 Short Street, Roseberg, is an especial case. Patterson has an invalid wife. Alexanderson, with a family of five, was and is destitute. The strikers had divided their benefits with him.

PORTLAND, OREG.

There are two shops at Portland—the northern terminal of the S. P. and the western terminal of the O. W. R. & N.

There were 500 men employed in the O. W. R. & N. prior to the strike and 275 employed by the S. P. Four hundred and ninety-five men struck at the O. W. R. & N. and 245 struck at the S. P. One thousand three hundred is the greatest number employed by the O. W. R. & N. and 600 is the greatest number by the S. P. There are 550 now employed by the O. W. R. & N. and 160 by the S. P.; the remainder of the Portland report is combined.

(1) There was general complaint in Portland on account of the shortage of cars and the delay of shipments. The greatest complaint was from the water front and warehouses during 1913. In the early part of 1913, warehouses refused to accept freight on account of the congestion. Many buildings were delayed on account of shortage of material, due to delays in receiving shipments of structural steel.

(2) Two men were arrested on requisitions of the governor of Texas on charges of robbery. One case of arrest for sodomy. This man was caught by

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three switchmen and beaten up so badly that it was necessary to take him to the hospital. No cases of bankruptcy. Forty known cases of garnishee.

(3) Thirty children were taken from school.

(4) One hundred and fifty families were compelled to break up their homes and move away.

(5) One hundred strikers have been arrested. All on charges of disturbing the peace. Some took jury trials, but many accepted trials by the judges. Seventy-five cases taken before the judges were dismissed. Eighty per cent of all cases were compelled to hire lawyers. None of the strikers were ever in jail except when waiting for bail. One case was in the criminal court but was never tried; it is now outlawed.

If the scabs were arrested for carrying concealed weapons, it was noticeable that an equal number of strikers were hauled up for the same offense. The city attorney, Mr. Frank S. Grant, and the company's attorney would use the effect of the latter arrests on the strikers, and compromise the cases of the scabs, thus settling the scabs free.

(6) About 80 gunmen were employed. Some were sworn in as deputy constables and sheriffs. Constable Wienberg went to the O. W. R. & N. shops and took badges from men, who having no authority nevertheless were assuming the same.

During September, 1912, 400 scabs and gunmen led by Supts. Ladd and Graham, of the O. W. R. & N., made a general assault on the Albina picket line, consisting of 17 men. A general riot, lasting 30 minutes, took place. All of the pickets were hit by rocks, bolts, and nuts, and two of the pickets were badly injured. No arrests were made, although there were six policemen on that beat. Sergt. Burk charged some of the scabs with disturbing the peace, but no trial was ever held.

During the summer of 1912 the scabs bombarded the headquarters of the strikers with files, nuts, bolts, etc. During this melee Pickets Robb and Martin were seriously hurt. This instance was like all the rest; two pickets and two scabs were arrested, and the cases afterwards dismissed.

On two separate occasions the pickets' headquarters at Albina were torn down. Headquarters of the S. P. strikers were destroyed four times. One tent, occupied as a home by a striker, was set on fire when the striker was inside and asleep, and once the tent was ripped to pieces by the company gunmen.

During the fall of 1913, 400 scabs armed with bolts, nuts, and clubs made a general assault of the pickets at the S. P. shops. Threats were made by the scabs to kill the captain of the pickets. It was stated that Webber—a notorious gunman—was slated to do the killing.

During the spring of 1912 a picket was standing at the foot of Russell Street about 10 a. m. Picket saw a gunman named Peter Stone go into the bull pen and come out with a bucket of crude oil and go on top of the office. The oil was poured down on the picket and also on a switchman standing near. Picket also saw the gunman afterwards come out of the office, and although he, the picket, made complaint no arrests were made.

Assaults by the gunmen on the pickets were so continuous that citizens in the neighborhood of the shop made complaint to the city authorities. The city authorities placed squads of policemen continuously in the region of the two shops. Decency and order prevailed thereafter.

(7) Employment agents continuously hired men without notifying them, as required by Oregon law, that a strike was on. For a while they were compelled to obey the law, but at the present time they are employing men and telling men that the strike has been declared off.

(8) Twenty-five cases of child labor, 50 cases of wife labor. Twelve deaths have occurred among the strikers and their families, all attributable to the strike. Many men lost homes, but I have no authentic record of them. No suicides.

(9) Frank Tire, 1184 Greeley Street, Portland, Oreg., will make an exceptional witness and strongly recommend that he be called.

NOTE.—It is just reported to the pickets by the scabs that 30 of their members have just been discharged for stealing from cars.

DALLAS, OREG.

Six men came out; 1 stayed two and a half years but returned to work. I can find no trace of the remaining 5.

SPRINGFIELD, OREG.

Two machinists struck. Their whereabouts is unknown.

HOQUIAM, WASH.

One machinist, a married man, struck. He has broken up his home and left. Do not know his whereabouts.

ALBANY, OREG.

Twenty-five men comprised the normal force prior to the strike; 23 men struck. Seventy-five is the greatest number employed since. Present force is about 60.

(1) There was no general complaint because of the shortage of cars or delay of shipments.

(2) Three extra guards were employed. These men were sworn in as deputy sheriffs. No cases of criminal records. One home-guard scab was arrested for carrying concealed weapons and threatening the peace. He was placed under bond. No case of the bankruptcy act; five known cases of garnishee. Present complaint of the merchants is that the scabs are "dead beats."

(3) Three children of W. W. Wilson were taken out of school and are still out.

(4) Eight families were forced to break up their homes and move away.

(5) None of the strikers were ever arrested.

(6) One scab carried a gun and threatened to kill anyone who spoke to him.

(7) No cases.

(8) No child or wife labor; no homes lost by foreclosure; but three strikers were compelled to dispose of their homes at a loss. No deaths or suicides.

(9) A. Truelove was compelled to move a sick wife and family. His present address is care of 209 Alisky Building, Portland, Oreg.

THE DALLES, OREG.

Thirty-five men was a normal force prior to the strike. Thirty-one men struck. Sixty was the greatest number employed since. Thirty-five are at present employed.

(1) The general complaint by merchants and fruit shippers, cause of delay.

(2) No cases of criminal records, arrests, bankruptcy, or garnishee.

(3) No children taken out of school.

(4) Sixteen families were compelled to break up their homes and move away.

(5) No strikers suffered arrest.

(6) Eleven gunmen, some of known evil reputes, were employed and sworn in as deputy constables. These gunmen on many occasions threatened to kill the pickets, but never carried out their threats.

(7) Strikers report cases of 12 men who claimed misrepresentation by employment agencies. All of these men quit and left at the solicitation of the pickets.

(8) No cases of child labor; 2 cases of wife labor; no cases of homes lost, although three men were compelled to desert the strikers in order to save their homes. One child died because of the poverty of his father. There were no suicides.

(9) The strike parted the family of James Hines, and this family is still parted. Hines is supporting his two children. His last known address is Whitefish, Mont.

UMATILLA, OREG.

Forty men were employed prior to the strike; 38 men struck. One hundred is the greatest number employed since; 35 is the present force.

(1) There was and is complaint against the company because of delay of shipments and shortage of cars. Shippers state that they are in hopes of getting direct connection with the Hill lines.

(2) No cases of criminal records. Two scabs were arrested for criminal conspiracy to injure striker McFarland. No cases of bankruptcy; 2 known cases of garnishee. The merchants complain that the average scab is a dead beat.

(3) No children were taken out of school.

- (4) Three families broke up their homes and moved away.
- (5) Scabs spread the story that Striker McFarland, who was running a dairy, poisoned the milk he was selling to customers. McFarland was arrested and forced to hire lawyers and was acquitted.
- (6) Six guards were employed who had no particular authority except that of making trouble. One, a "bad man" from Pasco, Wash., did not live up to his former reputation and was run out of town. The gunmen were vulgar and obscene to the strikers and citizens. Many of the citizens resented the insults, and numerous fights ensued.
- (7) No cases of employment agencies.
- (8) No cases of child or wife labor. No homes lost, although some were compelled to take cheaper quarters. No deaths or suicides.
- (9) No bad cases of destitution. Strikers appear to have done very well.

LA GRANDE, OREG.

One hundred and sixty men were employed prior to the strike; 131 men struck. Two hundred and twenty is the greatest number employed since. Present force is about 70.

- (1) One grocery store was compelled to close because the scabs beat their bills. Merchants and shippers were complaining because of car shortage and delay. La Grande shippers, like those of Umatilla, are awaiting the coming of the Hill lines.
- (2) No criminal record. Twenty-five arrested for drunkenness and disturbing the peace. Three took the bankruptcy act, and an average of 15 cases of garnishee for every month since the strike began.
- (3) No children taken out of school.
- (4) One hundred families broken up and moved away.
- (5) Twenty of our men were arrested and fined, and the fines were remitted in each case. The charges were for calling "scab." All cases hired lawyers and took judge's trial. All expenses were borne by the local federation.
- (6) Thirty extra guards were employed and made deputy sheriffs. All of them were local men of bad reputation. They continually insulted strikers and citizens, tried to provoke fights, and were generally successful.
- (7) No cases.
- (8) No cases of child labor; 45 cases of wife labor. Two homes lost by foreclosure. No deaths or suicides.
- (9) J. J. Guthridge, present address La Grande, with a wife and three children, suffered most from the effects of the strike. There are 16 strikers and their families still in La Grande.

DUNSMUIR, CAL.

Normal force prior to the strike, 85 men; 57 men struck. Two hundred and fifty men is the greatest number employed since, and there are about 120 men now employed.

- (1) There were no business failures and no complaint about service. Dunsmuir is entirely a shop town; it was and is in the control of the railroad company.
- (2) One man, "Chicago" Miller, was convicted for white slavery and committed to the penitentiary. Ten have been arrested for drunkenness, fighting, etc. No cases of bankruptcy. Thirty known cases of garnishee. There is probably no place in the strike zone where the beating of bills was and is as great or as continuous as in Dunsmuir. It is the one great complaint of the community.
- (3) No children taken out of school.
- (4) About 15 families were broken up and moved away.
- (5) Three cases of arrest. All hired lawyers and stood trial. One was fined \$30, and others were discharged.
- (6) Sixty guards were employed; all of these claimed to be State railroad police and wore badges as such. On two occasions guards tried to start trouble in the saloons and afterwards on the streets by insulting strikers and daring them to fight.

During the winter of 1912 about 30 gunmen came out of the shop, stating their intention of doing up the strikers and the town. There were but few citizens and no strikers on the street at the time. This affair ended as it began—in noise.

New Year's Eve, 1912, 25 gunmen were in a snowball fight with boys. One of the gunmen slapped a child. A citizen interfered and "cleaned the gunman." Remaining scabs drew guns, but other citizens and police officers drove them off.

(7) The usual case at Dunsmuir. Many of the imported men refused to go to work when informed of the strike.

(8) Two cases of child labor and one case of wife labor. No homes lost. One death, Anton Swanson, an old striker, died in grief over the affair.

(9) Thomas Felling, address Dunsmuir, has a family of five and is now sick. He was and is assisted by the strikers.

FRESNO, CAL.

Seventy-five men comprised the normal force prior to the strike; 65 men struck. One hundred and twenty-five is the greatest number employed since, and the present force is about 75.

(1) There were no business failures and no general complaint on account of the shortage of cars. There was and is complaint on account of delay.

(2) No scabs with criminal records. Ten have been arrested for misdemeanor and one for murder. No cases of bankruptcy or garnishee.

(3) No children were taken out of school.

(4) Twenty families were compelled to break up their homes and move away.

(5) Four of the strikers were arrested. All hired lawyers and stood judge trial. All were released. The local federation paid the expense.

(6) Fifteen gunmen were employed and all of them claimed the authority of State police. These harassed and annoyed citizens as well as pickets. One citizen was arrested by them for trespassing and then was released.

During January, 1912, two scabs got into a general "mix-up" and one was killed. The other was arrested on a charge of murder, but was released on the ground of self-defense.

(7) No cases.

(8) There were 10 cases of child labor, 15 cases of wife labor, no homes lost, no deaths, and no suicides.

(9) David Hinton, 590 Van Ness Avenue, Fresno, Cal.

BAKERSFIELD, CAL.

Two hundred and fifty men were employed prior to August 1, 1911; 186 men struck and 15 stayed in. Three hundred and eighty is the greatest number employed since, and the present force is about 250.

(1) One grocer in Kern failed. The failure is charged to the fact that he gave credit to scabs who failed to pay. Merchants claim that the strike has ruined the town. Merchants and shippers have in the past and are now complaining on account of delay. The S. P. lost many customers to the Santa Fe.

(2) Many of the scabs have criminal records, but none with charges pending against them at the beginning of the strike. There have been three arrests for murder. Arrests for misdemeanors are numberless. No cases of bankruptcy. Twenty known cases of garnishee.

(3) No children taken out of school.

(4) One hundred families were compelled to break up their homes and move away.

(5) Twenty-five of the strikers have been arrested. A majority of them took jury trial; all hired lawyers, the federation paid for two cases; the individuals paid for the remainder. In none of the cases was the decision rendered against the strikers.

(6) Seventy-five gunmen were employed. A majority of these men were of known desperate character. Four of them were deputized as constables, and they immediately proceeded to inaugurate a reign of terror. Tents of the strikers were burned on several occasions. The local police refused to make arrests of plain and open violations of the law.

During October, 1911, 3 gunmen made an assault on 2 pickets; 1 picket was badly wounded. Shooting up the yards and the town by gunmen was a nightly occurrence for four months.

During the evening of November 25, 1911, Railroad Policeman Oyster began beating Picket Reinhardt with his club. Reinhardt ran and hid in the rear of the Leader saloon. A small fight occurred on the street during the beating of Reinhardt. Policeman Oyster and four gunmen followed Reinhardt into the

saloon, Gunmen Hardwick and Perry carrying guns in their hands. A small crowd followed them in. Perry and Hardwick began using clubs on the crowd indiscriminately. J. S. Coldereau, a striker, was at the bar before the fight began. Perry began shooting at Coldereau, hitting him five times, the last shot being fired into Coldereau's head as he lay dying on the floor, Perry remarking at the time, "Take that, you S. O. B.; I guess that will quiet you." Perry was arrested and charged with murder. Citizens of Bakersfield openly charged that Reinhardt, the principal witness, was paid by the S. P. Co. to leave the country. The district attorney, Mr. Irwin, was charged by the strikers of being an "S. P. man," and finally juggled the case out of court. Perry's case was called this summer, but was dismissed because Reinhardt, the principal witness, could not be located. Reinhardt had been charged with resisting an officer; bail was furnished by the treasurers of the different unions. When the treasurers of these unions saw how flagrant the case was they demanded the return of the bail money after Reinhardt had left the town, and the authorities, afraid to refuse, gave it to them.

The whole affair is such a shameful travesty on justice that the authorities of California should investigate it, and if they are unable to make Kern County comply with law and order then the United States Government should take a hand.

(7) No positive cases of misrepresentation by employment agencies.

(8) Two cases of child labor and 10 cases of wife labor. No cases of homes lost by foreclosure, although many have since been compelled to sell their homes. There was 1 murder; 3 cases of death because of limited means; one man named Clearidge committed suicide; Louis Dorr wounded his wife and committed suicide.

(9) Herbert Souders, of Taft, Cal., or Walter Dunbar, of Owen and Oregon Streets, East Bakersfield, Cal. Either will make an exceptional witness, but I would recommend Souders.

MOJAVE, CAL.

Twenty-seven men were employed previous to the strike; 25 men struck. Seventy-five is the greatest number employed since, and they now have about 30.

(1) One restaurant which catered to the strike breakers failed because of the boycott by union men. Mojave is entirely a railroad and miners' town and has no shippers of any kind.

(2) No cases of criminal record that are known to the strikers. There have been about 6 arrests for drunkenness, fighting, etc. No cases of bankruptcy, and but 1 known case of garnishee.

(3) No children taken out of school.

(4) One family moved away. All other strikers were single men, and all have left except one.

(5) Three of the strikers were arrested. All stood jury trials and were acquitted.

(6) Twelve guards, all of them of known evil reputation, were employed.

About January 25, 1912, Ed. Lafevre, a striking car inspector, was shot and killed, supposedly by an Indian mixed breed named Smith. On this occasion 5 or 6 gunmen were outside of Owl Saloon, and one shot at Lafevre came out of the door. Several of the guards were arrested, but no real attempt has ever been made to apprehend the murderer; 3 of the gunmen who made this assault were given 30, 60, and 90 days, respectively, as being accessories. Smith left Mojave about 11 o'clock that night and is still at large. The guards made criminal assaults at the same time on Ernest Mayne, a companion of Lafevre.

Mojave, like Bakersfield, is in Kern County, and although the local authorities did their best in this case, they received no help from the county officials.

Several fights took place between guards, and strikers would be arrested, but were always released. Guards were never arrested.

The murder of Lafevre is as flagrant a miscarriage of justice as that of Coldereau and should be investigated.

(7) Ten Greeks were brought in the day before the strike, but refused to go to work when they learned the conditions.

(8) No cases of child labor; 1 case of wife labor, and she, being a school-teacher, lost her position; no homes lost; 1 murder; and no suicides.

(9) Ernest Mayne, Mojave, Cal., first-class witness, and strongly recommend that he be called.

LOS ANGELES, CAL.

There are 2 shops in Los Angeles, namely, S. P. and the Salt Lake. At the Salt Lake 225 were normally employed; 225 men struck. Six hundred is the greatest number employed since, and about 220 are now employed. One thousand seven hundred men was the normal force at the S. P. shop; 1,500 men struck. Two thousand five hundred men is the greatest number employed since the strike; present force is about 1,800.

The remainder of the Los Angeles report will combine the 2 shops.

(1) No business failures. During the early part of the strike there was serious complaint by the orange shippers because of car shortage and delay of shipment.

(2) No criminal records are known to the strikers. Fifteen known arrests for misdemeanors. No cases of bankruptcy, and about 25 cases of garnishee. There are numerous cases of scabs beating bills; as a matter of fact, this is the complaint of the merchants on the "East Side."

(3) No children taken out of school.

(4) Two hundred families were broken up and have moved away.

(5) Four of the strikers have been arrested for disturbing the peace; all of them took jury trials; 3 were acquitted and 1 was fined. The local federation paid the expenses.

(6) One hundred and fifty guards were employed; the majority were sworn in as deputy sheriffs.

During the early part of the strike the gunmen were very insulting to the strikers and tried to provoke fight, but were unsuccessful, because the local police made them stay on company property.

About 6 months after the beginning of the strike, and at a time when the company began discharging the guards, George Bennett, an old machinist, who was allowed to stay in by the strikers, was set upon and received a severe beating. None of the strikers ever held any enmity toward Bennett, and they (the strikers) claim that Bennett was beaten up by gunmen.

Claude Reans, a scab foreman, was arrested in a gambling room with a gun and a badge on him. It afterwards developed that Reans had no police authority. The gun and badge were confiscated by local police.

On one occasion a guard named Squires drew a gun on striker James Comp-ton, while both were on a street car. Citizens interfered, and a police officer arrested Squires. Squires was afterwards released.

(7) The employment officers of many of the fraternal orders were and are hiring men for the struck shops.

During the early summer of this year the Municipal Employment Office hired men for the struck lines without telling them of the strike. This is one of the scandals of the present city administration and was stopped by Councilman Wheeler.

(8) Twenty cases of child labor and 15 cases of wife labor. Many cases of homes lost have been reported to me, but I am unable so far to verify any of them. Many of the strikers have since been forced to sell their homes. Ten deaths among the strikers and their families. Hall, a boiler maker, went insane and is confined to the Patton Insane Hospital. His wife is now supporting the family.

SANTA BARBARA, CAL.

Twenty-five men struck at this point. I am unable to locate any of them.

STARBUCK, WASH.

The force employed at Starbuck at the time of the strike was between 75 and 100 men. All but 5 struck. I was unable to get to Starbuck and have written to Mr. Roy Eaton, Box 108, Starbuck, Wash., for information. To date I have not heard from Mr. Eaton.

SUMMARY.

Forty-four points were investigated. Seven thousand four hundred and eighty-two men came out on strike. A number probably equal to one-fifth of this total were laid off or quit just prior to this strike. About 16 division points were not investigated. These employed from two to six men. I believe

that with one exception all of them struck. Their particular story could not be obtained in the time given to me.

On matters relating to the first question: The territory given to me is mainly desert, or at least not thickly populated. Small portions of its are agricultural, and but four towns, namely, Los Angeles, San Francisco, Oakland, and Portland, contain factories of any size whatsoever. Most of the cities have practically no industries but the railroad shops.

On the second question: I have 14 cases of men with criminal records for whom there were warrants and who were caught. Four hundred and forty-one cases of arrests for various misdemeanors that came directly under the notice of the strikers. In only one city could I get information from police-court officers, and I feel sure that my estimate is conservative to the last degree. There are 5 cases of scabs taking the bankruptcy act and 495 cases of garnishee. This information also is given by strikers, and I am sure is exceedingly conservative. The general answer given to this question was about the excessive number that beat their bills, but as to whether many had been garnisheed or not, strikers appear to have little knowledge or care.

One hundred and eighty children were taken from school. On this question strikers generally deliberately lied, undoubtedly from a sense of pride. The time limit given me would not justify my calling on school superintendents, and in many cases they were out of town, it being the summer vacation. The number given does not include those taken out temporarily because of the removal of their parents to other towns. If this number were counted, it would undoubtedly run past the thousand mark.

The fourth question shows that 1,069 families were forced to break up their homes. All of these can be easily verified. I have no record from Starbuck, a large shop, and the numerous places mentioned previously, which would undoubtedly add at least 50 cases to this number.

On the fifth proposition: Five hundred and fifty-three strikers were arrested, none of them for crime, there were but 20 cases of fines, and all the rest were released. Each case was for fighting, and the highest fine, that of O. L. Davis, at San Jose, Cal., was undoubtedly unjust.

Questions 6 and 7 can not be totalized. They apply to each particular locality and are so given.

Question 8: One hundred and four children were put to work and 383 wives went to work. This number, I believe, falls ridiculously short of the real number, in so far as the labor of wives and children are concerned. I am positive that some of the strikers lied to me, because I talked to wives of men whom I knew had been at work and these men afterwards denied.

Fifty-seven deaths, 4 suicides, 4 insane, 4 murders, and the loss of 11 homes are credited to the strike. The latter case I am sure are also short of the real number.

In the report of each shop I have named a man who would make a good witness. I desire to emphasize the statement made in the case of Lyndyl, Utah (Morris mentioned as witness); Sparks, Nev. (Johnson as witness); Bakersfield, Cal. (Souders as witness); and Mojave, Cal. (Mayne as witness).

In conclusion I realize that my summing up is not accurate, that I have only scratched the surface in this investigation. To give a good account in the same territory one should be allowed 120 days.

J. G. TAYLOR.

LABOR TEMPLE, SACRAMENTO, CAL.

